



# भारत का राजपत्र

## The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

साप्ताहिक  
WEEKLY

सं. 44 ]

नई दिल्ली, अक्टूबर 28—नवम्बर 3, 2012, शनिवार/कर्तिक 6—कार्तिक 12, 1934

No. 44 ]

NEW DELHI, OCTOBER 28—NOVEMBER 3, 2012, SATURDAY/KARTIKA 6—KARTIKA 12, 1934

भाग में फिन पृष्ठ संख्या दी जाती है जिससे कि यह पृथक् संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सार्विधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

## गृह मंत्रालय

नई दिल्ली, 29 अक्टूबर, 2012

का. आ. 3267.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यासाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है:

1. के.ओ.सु. बल इकाई, एन टी पी सी सीपत, बिलासपुर (उत्तर प्रदेश)
2. के.ओ.सु. बल इकाई, रजा लाइब्रेरी, रामपुर (उत्तर प्रदेश)
3. के.ओ.सु. बल, एफ एस टी आई, हैदराबाद (आं. प्रदेश)
4. के.ओ.सु. बल, आर सी एफ एल थल (महाराष्ट्र)
5. के.ओ.सु. बल इकाई, ए. एस. जी. चक्रेरी, कानपुर (उत्तर प्रदेश)
6. के.ओ.सु. बल इकाई, ओ एन जी सी (देहरादून)
7. के.ओ.सु. बल इकाई, पी एण्ड एच सी, चण्डीगढ़
8. के.ओ.सु. बल क्षेत्रीय प्रशिक्षण केन्द्र अनन्तपुरा, बहरोड़, अलवर (राजस्थान)

9. के.ओ.सु. बल इकाई, एन टी पी सी सीपत, बिलासपुर (छत्तीसगढ़)
10. के.ओ.सु. बल इकाई, ऑकारेश्वर पॉवर स्टेशन, खण्डवा (मध्यप्रदेश)
11. के.ओ.सु. बल इकाई, एन एफ एल, विजयपुर (मध्य प्रदेश)
12. के.ओ.सु. बल पश्चिम क्षेत्र-2 मुख्यालय, भिलाई (मध्य प्रदेश)
13. के.ओ.सु. बल उत्तरी क्षेत्र-2 मुख्यालय, इलाहाबाद (उत्तर प्रदेश)
14. के.ओ.सु. बल इकाई, एस ई सी एल, बिलासपुर (छत्तीसगढ़)
15. के.ओ.सु. बल इकाई, के जी पी पी, कवास (गुजरात)
16. के.ओ.सु. बल इकाई, ए एस जी देहरादून उत्तरी खण्ड (उत्तर प्रदेश)

[सं. 12017/1/2012-हिन्दी]

अवधेश कुमार मिश्रा, निदेशक (राजभाषा)

## MINISTRY OF HOME AFFAIRS

New Delhi, the 29th October, 2012

S.O. 3267.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, (as amended, 1987) the Central Government hereby notifies the following offices of the

Ministry of Home Affairs wherein the percentage of the staff having working knowledge of Hindi has gone above 80%:

1. CISF Unit NTPC Dadri, Dist-Gautam Budh Nagar (U.P.)
2. CISF Unit RRL Rampur (U.P.)
3. CISF F S T I Hyderabad (A.P.)
4. CISF Unit RCFL Thal Mumbai (Maharashtra)
5. CISF Unit ASG Chakairi Kanpur (U.P.)
6. CISF Unit ONGC Dehradun (U.K.)
7. CISF Unit P & H C Chandigarh
8. CISF RTC Anantpura, Behror, Alwar (Rajasthan)
9. CISF Unit NTPC Sipat (Chhattisgarh)
10. CISF Unit Omkareshwar Power Station Khandwa (M.P.)
11. CISF NFL Vijaypur (M.P.)
12. CISF Western Zone-2 HQs., Bhilai (Chhattisgarh)
13. CISF North Zone-2 HQs., Allahabad (U.P.)
14. CISF S E C L Bilaspur (Chhattisgarh)
15. CISF Unit KG P P Kawas (Gujarat)
16. CISF Unit ASG Dehradun, North Sector (U.P.)

[No. 12017/1/2012-Hindi]

AVADHESH KUMAR MISHRA, Director (OL)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 25 अक्टूबर, 2012

**का. आ. 3268.**—औद्योगिक एवं वित्तीय पुनर्निर्माण अपीलीय प्राधिकरण (एएआईएफआर) के कार्यकारी अध्यक्ष श्री बादल के, दास का कार्यकाल दिनांक 24-10-2012 को पूरा होने के परिणामस्वरूप, हाणि औद्योगिक कंपनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उप-धारा (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री अशोक कुमार महापात्र को एएआईएफआर में वरिष्ठतम् सदस्य होने के कारण 25-10-2012 (पूर्वाहन) से अथवा एएआईएफआर में अध्यक्ष का पद भरे जाने तक अथवा एएआईएफआर के समाप्त होने तक अथवा अगले आदेश होने तक, इनमें से जो भी सबसे पहले हो, एएआईएफआर के अध्यक्ष के रूप में कार्य करने हेतु प्राधिकृत करती है।

[फा.सं. 20(2)/2002-आईएफ-II/खंड-3]

रमण कुमार गौड़, अवर सचिव

## MINISTRY OF FINANCE

### (Department of Financial Services)

New Delhi, the 25th October, 2012

**S.O. 3268.**—Consequent upon completion of tenure of Shri Badal K. Das, Acting Chairman, Appellate Authority for Industrial & Financial Reconstruction (AAIFR) on 24-10-2012, the Central Government, in exercise of the powers conferred by sub-section (5) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985, hereby authorizes Shri Ashok Kumar Mohapatra, being the senior most Member in AAIFR, to act as Chairman, AAIFR w.e.f. 25-10-2012 (FN) till the post of Chairman AAIFR is filled up, or till the abolition of AAIFR or until further order, whichever event takes place earliest.

[F.No. 20(2)/2002-IF-II./Vol. 3]

RAMAN KUMAR GAUR, Under Secy.

(कार्यालय मुख्य आयकर आयुक्त)

जयपुर, 26 अक्टूबर, 2012

सं. 08/2012-13

**का. आ. 3269.**—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड (23 सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2012-13 एवं आगे के लिये कथित धारा के उद्देश्य से दी मनिपाल युनिवर्सिटी, जयपुर को स्वीकृति देते हैं।

2. बशर्ते कि समिति आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उप-खण्ड (23 सी) की उप-धारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्रमांक:मुआआ/अआआ/(मु.)/जय/10(23 सी) (vi)/12-13/3758]

ब्रजेश गुप्ता, मुख्य आयकर आयुक्त

## OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX

Jaipur, the 26th October, 2012

No. 08/2012-13

**S.O. 3269.**—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves “The Manipal University, Jaipur” for the purpose of said section for A.Y. 2012-13 and onwards.

2. Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of

section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl. CIT (Hqrs.)/10(23C)(vi)/2012-13/3758]

BRIJESH GUPTA, Chief Commissioner of Income-tax

नई दिल्ली, 26 अक्टूबर, 2012

का. आ. 3270.—रुग्ण औद्योगिक कंपनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उप-धारा (2) के साथ पठित धारा 4 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री बी. एस. मीणा, आईएएस (सेवानिवृत्त), भारत सरकार के भूतपूर्व सचिव और श्री एस.सी. सिन्हा, भूतपूर्व कार्यपालक निदेशक, ओरियन्टल बैंक ऑफ कार्मस को 80,000 रुपए (नियत) के वेतनमान में पदभार ग्रहण करने की तारीख से तीन वर्षों की अवधि के लिए अथवा उनके 65 वर्ष की आयु प्राप्त कर लेने तक अथवा औद्योगिक और वित्तीय पुनर्निर्माण बोर्ड (बीआईएफआर) के समाप्त होने तक अथवा अगले आदेश होने तक, इनमें से जो भी पहले हो, बीआईएफआर के सदस्य के रूप में नियुक्त करती है।

[फा.सं. 20/2/2011-आईएफ-II]

रमण कुमार गौड़, अवर सचिव

New Delhi, the 26th October, 2012

S.O. 3270.—In exercise of the powers conferred by sub-section (2) of Section 4 read with sub-section (2) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985, the Central Government hereby appoints Shri B.S. Meena, IAS (Retd.), former Secretary to GoI. and Shri S.C. Sinha, Former ED, Oriental Bank of Commerce, as Member, Board for Industrial and Financial Reconstruction (BIFR), in the pay scale of Rs. 80,000 (fixed) w.e.f. the date of assumption of the charge of the post for three years or till they attain the age of 65 years or till abolition of BIFR or until further orders, whichever is the earliest.

[F.No. 20/2/2011-IF-II]

RAMAN KUMAR GAUR, Under Secy.

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 29 अक्टूबर, 2012

का. आ. 3271.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2011-12 के आगे से संगठन नेशनल इंस्टीट्यूट आफ ओसन टेक्नोलॉजी, चेन्नई को निम्नलिखित शर्तों के अधीन अनुसंधान कार्यकलालोगों में लागी 'वैज्ञानिक अनुसंधान संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात्:

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन:

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अलग बही खाता नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (iii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 45/2012/फा.सं. 203/51/2011-आ.क.नि.-II ]

सुरभि शर्मा, अवर सचिव (आ.क.नि.-I)

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 29th October, 2012

S.O. 3271.—It is hereby notified for general information that the organization National Institute of Ocean Technology, Chennai has been approved by the Central Government for the purpose of clause (ii) of sub-section (1)

of section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from Assessment year 2011-12 onwards in the category of "Scientific Research Association," engaged in research in science subject to the following conditions, namely:—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:—

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for research in social science or statistical research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (iii) of sub-section (1) of section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 45/2012/F. No. 203/51/2011/ITA-II]

SURABHI SHARMA, Under Secy.(ITA-I)

नई दिल्ली, 30 अक्टूबर, 2012

का. आ. 3272.—भारतीय स्टेट बैंक (समनुरंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 26 की उप-धारा (2क) के साथ परिवर्त धारा 25 की उप-धारा (1) के खण्ड (ग्रह) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात एतद्वारा, श्री सुनील दत्त बाली (जन्म तिथि: 16-09-1957), सहायक महाप्रबंधक को स्टेट बैंक आफ बीकानेर एंड जयपुर के निदेशक मण्डल में अधिकारी कर्मचारी निदेशक के तौर पर, उनके द्वारा 01-11-2012 को या उसके बाद पद का कार्यभार ग्रहण करने की तारीख से तीन बर्षों की अवधि के लिए या उनके स्टेट बैंक आफ बीकानेर एंड जयपुर के अधिकारी के तौर पर न रहने तक या आगामी आदेशों तक, इनमें से जो भी पहले हो, नामित करती है।

[फा.सं. 3/59/2012-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 30th October, 2012

**S.O. 3272** .—In exercise of the powers conferred by clause (cb) of the sub-section (1) of Section 25 read with sub-section (2A) of Section 26 of the State Bank of India (Subsidiary Bank) Act, 1959 (38 of 1959), the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri Sunil Dutt Bali (DoB: 16-09-1957), Assistant General Manager, as Officer Employee Director on the Board of Directors of State Bank of Bikaner & Jaipur, for a period of three years from the date of his taking over the charge of the post on or after 01-11-2012 or until he ceases to be an officer of the State Bank of Bikaner and Jaipur or until further orders, whichever is earlier.

[F. No. 3/59/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

नई दिल्ली, 25 जून, 2012

का. आ. 3273.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:

2. “गुजरात विश्वविद्यालय, गुजरात” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में अहमदाबाद डैंटल कालेज एवं अस्पताल,

गांधीनगर के संबंध में क्रम संख्या 19 के समक्ष कालम 2 एवं 3 की  
मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी,  
अर्थात्—

“मास्टर आफ डेंटल सर्जरी

पेरियोडोन्टोलोजी एमडीएस (पेरियो.), गुजरात

(यदि 28.4.2012 को अथवा विश्वविद्यालय, गुजरात

उसके पश्चात् प्रदान की गई हो)

ओरल एवं मैक्सिलोफेशियल सर्जरी एमडीएस (ओरल एवं मेक्स.

(यदि 1.5.2012 को अथवा उसके सर्जरी), गुजरात विश्वविद्यालय,

पश्चात् प्रदान की गई हो) गुजरात

ओरल मेडिसिन एवं रेडियोलोजी एमडीएस (ओरल मेडिसिन),

(यदि 26.4.2012 को अथवा गुजरात विश्वविद्यालय, गुजरात

उसके पश्चात् प्रदान की गई हो)

पैडोलॉटिक्स एवं प्रीवेन्टिव डेन्टिस्ट्री एमडीएस (पैडो.), गुजरात

(यदि 21.4.2012 को अथवा विश्वविद्यालय, गुजरात

उसके पश्चात् प्रदान की गई हो)

ओर्थोडोन्टिक्स एवं डेंटोफेशियल एमडीएस (ओर्थो.), गुजरात

ओर्थोपैडिक्स विश्वविद्यालय, गुजरात

(यदि 19.4.2012 को अथवा

उसके पश्चात् प्रदान की गई हो)

ओरल पैथोलोजी एवं

माइक्रोबायोलोजी एमडीएस (ओरल पैथ), गुजरात

(यदि 24.4.2012 को अथवा विश्वविद्यालय, गुजरात

उसके पश्चात् प्रदान की गई हो)

कन्जरवेटिव डेन्टिस्ट्री एवं

एंडोडोन्टिक्स एमडीएस (कन्ज. डेन्टिस्ट्री),

(यदि 17.4.2012 को अथवा गुजरात विश्वविद्यालय, गुजरात

उसके पश्चात् प्रदान की गई हो)

प्रोस्थोडोन्टिक्स और क्राउन एवं

ब्रिज एमडीएस (प्रोस्थो), गुजरात विश्वविद्यालय गुजरात”

(यदि 21.4.2012 को अथवा

उसके पश्चात् प्रदान की गई हो)

[सं. वी. 12017/36/2007-डॉइ]

अनिता त्रिपाठी, अवर सचिव

## MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 25th June, 2012

S.O. 3273.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 19, in respect of Ahmedabad Dental College and Hospital, Gandhinagar, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Gujarat University, Gujarat, the following entries shall be inserted thereunder:—

### “Master of Dental Surgery

- Periodontology (if granted on or after 28.4.2012)	MDS (Perio.), Gujarat University, Gujarat.
- Oral & Maxillofacial Surgery (if granted on or after 1.5.2012)	MDS (Oral and Max.Surgery.), Gujarat University, Gujarat.
- Oral & Medicine & Radiology (if granted on or after 26.4.2012)	MDS (Oral Medicine), Gujarat University, Gujarat.
- Paedodontics and Preventive Dentistry (if granted on or after 21.4.2012)	MDS (Peado.), Gujarat University, Gujarat.
- Orthodontics and Dentofacial Orthopedics (if granted on or after 19.4.2012)	MDS (Ortho.), Gujarat University, Gujarat.
- Oral Pathology and Microbiology (if granted on or after 24.4.2012)	MDS (Oral Path.), Gujarat University, Gujarat.
- Conservative Dentistry and Endodontics (if granted on or after 17.4.2012)	MDS (Cons. Dentistry), Gujarat University, Gujarat.
- Prosthodontics and Crown and Bridge (if granted on or after 21.4.2012)	MDS (Prostho.), Gujarat University, Gujarat.”

[No. V-12017/36/2007-DE]

ANITA TRIPATHI, Under Secy.

4072 97/12-2

नई दिल्ली, 25 जून, 2012

**का. आ. 3274.**—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

2. “पं रविशंकर शुक्ला विश्वविद्यालय रायपुर” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में छत्तीसगढ़ डेंटल कालेज एवं अनुसंधान केन्द्र, राजनन्दगांव के संबंध में क्रम संख्या 87 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी:—

“मास्टर आफ डेंटल सर्जरी

ओरल मेडिसिन एवं रोडियोलोजी  
(यदि 27-4-2012 को अथवा  
उसके पश्चात् प्रदान की गई हो) एमडीएस (ओरल मेडिसिन), पं  
रविशंकर शुक्ला विश्वविद्यालय,  
रायपुर”।

[सं. वी.-12017/77/2008-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 25th June, 2012

**\$O. 3274.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 and 3 against Serial No. 87, in respect of Chhattisgarh Dental College & Research Centre, Rajnandgaon in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Pt. Ravishankar Shukla University, Raipur, the following entries shall be inserted thereunder:—

#### “Master of Dental Surgery

- Oral Medicine & Radiology MDS (Oral Medicine),  
(if granted on or after 27-4-2012) Pt. Ravishankar Shukla  
University, Raipur.”

[No. V-12017/77/2008-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 25 जून, 2012

**का. आ. 3275.**—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त

शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात्:—

2. “डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आन्ध्र प्रदेश ” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में गीतम डेंटल कालेज एवं अस्पताल, विशाखापट्टनम, आन्ध्र प्रदेश के संबंध में क्रम संख्या 50 के XII(क) के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात्:—

“मास्टर आफ डेंटल सर्जरी

ओर्थोडेंटिस एवं डेंटोफेशियल

ओर्थोपेडिक्स

(यदि 29-10-2011 को अथवा

उसके पश्चात् प्रदान की गई हो)

प्रोस्थोडोन्टिक्स और क्राइन एवं ब्रिज एमडीएस (प्रोस्थो), डॉ. एनटीआर

(यदि 29-10-2011 को अथवा

उसके पश्चात् प्रदान की गई हो)।

एमडीएस (ओर्थो), डॉ. एनटीआर

स्वास्थ्य विज्ञान विश्वविद्यालय,

विजयवाड़ा

प्रोस्थोडोन्टिक्स और क्राइन एवं ब्रिज एमडीएस (प्रोस्थो), डॉ. एनटीआर

स्वास्थ्य विज्ञान विश्वविद्यालय,

विजयवाड़ा”।

[सं. वी.-12017/32/2007-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 25th June, 2012

**S.O. 3275.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 and 3 against XII (a) of Serial No. 50, in respect of GITAM Dental College and Hospital, Visakhapatnam, Andhra Pradesh, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. N.T.R. University of Health Sciences, Vijayawada, Andhra Pradesh, the following entries shall be inserted thereunder:—

#### “Master of Dental Surgery

(iv) Orthodontics & Dentofacial MDS (Ortho.), Dr. N.T.R.  
Orthopedics University of Health  
(if granted on or after 29-10-2011) Sciences, Vijayawada

(v) Prosthodontics and Crown MDS (Prosth.), Dr.  
and Bridge N.T.R. University of  
(if granted on or after 29.10.2011) Health Sciences,  
Vijayawada”.

[No. V-12017/32/2007-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 25 जून, 2012

का. आ. 3276.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात्:—

2. दी वेस्ट बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में गुरु नानक दंत विज्ञान एवं अनुसंधान संस्थान, कोलकाता के संबंध में क्रम संख्या 71 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्त स्थापित की जाएंगी, अर्थात्:—

"(ii) मास्टर आफ डेंटल सर्जरी

पेरियोडोंटोलॉजी (यदि 13.4.2012 को अथवा उसके पश्चात प्रदान की गई हो)	एमडीएस (पेरियो.), दी वेस्ट बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता
प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज (यदि 13.4.2012 को अथवा उसके पश्चात प्रदान की गई हो)	एमडीएस (प्रोस्थो.), दी वेस्ट बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता
ओर्थोडोन्टिक्स एवं डेंटोफेशियल ओर्थोपैडिक्स (यदि 17.4.2012 को अथवा उसके पश्चात प्रदान की गई हो)	एमडीएस (ओर्थो.), दी वेस्ट बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता
ओरल पैथोलॉजी एवं माइक्रोबायोलॉजी (यदि 17.4.2012 को अथवा उसके पश्चात प्रदान की गई हो)	एमडीएस (ओरल पैथ.), दी वेस्ट बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता
पैडोडोन्टिक्स एवं प्रीवेंटिव डेन्टिस्ट्री (यदि 17.4.2012 को अथवा उसके पश्चात प्रदान की गई हो)	एमडीएस (पैडो.), दी वेस्ट बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता
कन्जरवेटिव डेन्टिस्ट्री एवं एंडोडोन्टिक्स एमडीएस (कन्ज. डेन्टिस्ट्री), दी (यदि 17.4.2012 को अथवा उसके पश्चात प्रदान की गई हो)	वेस्ट बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता
ओरल एवं मैक्रिस्लोफेशियल सर्जरी (यदि 17.4.2012 को अथवा उसके पश्चात प्रदान की गई हो)	एमडीएस (ओरल एवं मैक्स. सर्जरी), दी वेस्ट बंगाल स्वास्थ्य विज्ञान विज्ञान विश्वविद्यालय, कोलकाता"

[सं. वी.-12017/37/2007-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 25th June, 2012

S.O. 3276.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 71, in respect of Guru Nanak Institute of Dental Sciences & Research, Kolkata, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by The West Bengal University of Health Sciences, Kolkata, the following entries shall be inserted thereunder:—

"(ii) Master of Dental Surgery

- Periodontology (if granted on or after 13.4.2012)	MDS (Periodontology), The West Bengal University of Health Sciences, Kolkata.
- Prosthodontics and Crown & Bridge (if granted on or after 13.4.2012)	MDS (Prostho.), The West Bengal University of Health Sciences, Kolkata.
- Orthodontics & Dentofacial Orthopedics (if granted on or after 17.4.2012)	MDS (Ortho.), The West Bengal University of Health Sciences, Kolkata.
- Oral Pathology & Microbiology (if granted on or after 17.4.2012)	MDS (Oral Pathology), The West Bengal University of Health Sciences, Kolkata.
- Paedodontics and Preventive Dentistry (if granted on or after 17.4.2012)	MDS (Pedo.), The West Bengal University of Health Sciences, Kolkata.
- Conservative Dentistry and Endodontics (if granted on or after 17.4.2012)	MDS (Cons. Dentistry), The West Bengal University of Health Sciences, Kolkata.
- Oral & Maxillofacial Surgery (if granted on or after 17.4.2012)	MDS(Oral & Max. Surgery.), The West Bengal University of Health Sciences, Kolkata"

[No. V-12017/37/2007-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 26 जून, 2012

**का.आ. 3277.**—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद, एततद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात्:—

2. “डॉ एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आन्ध्र प्रदेश” द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में पानीनिया महाविद्यालय दंत विज्ञान संस्थान एवं अनुसंधान केन्द्र, हैदराबाद, आन्ध्र प्रदेश के संबंध में क्रम संख्या 50 के XIV के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी।—

“ओरल एवं मैक्सिलोफेशियल सर्जरी (धर्दि 9 मई, 2012 को अथवा उसके परेचात् प्रदान की गई हो) एमडीएस (ओरल एवं मैक्सिलोफेशियल सर्जरी), डॉ. एनटीआर स्वास्थ्य विश्वविद्यालय, विजयवाड़ा

पेरियोडोन्टोलॉजी (धर्दि 9 मई, 2012 को अथवा उसके परेचात् प्रदान की गई हो) एमडीएस (पेरियो.), डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा

पैडोडॉन्टिक्स एवं प्रीवेन्टिव डेन्टिस्ट्री (धर्दि 9 मई, 2012 को अथवा उसके परेचात् प्रदान की गई हो) एमडीएस (पैडो.), डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा  
और्थोडोन्टिक्स एवं डॉन्टोफेशियल और्थोपैडिक्स (धर्दि 9 मई, 2012 को अथवा उसके परेचात् प्रदान की गई हो) एमडीएस (और्थो.), डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा

ओरल पैथोलॉजी एवं माइक्रोबायोलॉजी (धर्दि 9 मई, 2012 को अथवा उसके परेचात् प्रदान की गई हो) एमडीएस (ओरल पैथ.), डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा

कान्जरवेटिव डेन्टिस्ट्री एवं एंडोडोन्टिक्स (धर्दि 9 मई, 2012 को अथवा उसके परेचात् प्रदान की गई हो) एमडीएस (कान्जर, डेन्टिस्ट्री), डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा

औरल मेडिसिन एवं रेडियोलॉजी (धर्दि 9 मई, 2012 को अथवा उसके परेचात् प्रदान की गई हो) एमडीएस (औरल मेडिसिन), डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा

प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज (धर्दि 9 मई, 2012 को अथवा उसके परेचात् प्रदान की गई हो) एमडीएस (प्रोस्थो.), डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा”

[सं. वी.-12017/25/2008-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 26th June, 2012

**S.O. 3277.**—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against XIV of Serial No.50, in respect of Panineeya Mahavidyalaya Institute of Dental Sciences & Research Centre, Hyderabad, Andhra Pradesh, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr.NTR University of Health Sciences, Vijayawada, Andhra Pradesh, the following entries shall be inserted thereunder:

"Oral Maxillofacial Surgery (if granted on or after 9th May 2012)	MDS (Oral Surg.) Dr. NTR University of Health Sciences, Vijayawada
Periodontology (if granted on or after 9th May 2012)	MDS (Perio), Dr. NTR University of Health Sciences, Vijayawada
Paedodontics and Preventive Dentistry (if granted on or after 9th May 2012)	MDS (Paedo), Dr. NTR University of Health Sciences, Vijayawada
Orthodontics & Dentofacial Orthopedics (if granted on or after 9th May 2012)	MDS (ortho.), Dr. NTR University of Health Sciences, Vijayawada
Oral Pathology & Microbiology (if granted on or after 9th May 2012)	MDS (Oral Path), Dr. NTR University of Health Sciences, Vijayawada
Conservative Dentistry and Endodontics (if granted on or after 9th May 2012)	MDS (Cons. Dent), Dr. NTR University of Health Sciences, Vijayawada
Oral Medicine & Radiology (if granted on or after 9th May 2012)	MDS (Oral Med.), Dr. NTR University of Health Sciences, Vijayawada
Prosthodontics and Crown & Bridge (if granted on or after 9th May 2012)	MDS (Prostho), Dr. NTR University of Health Sciences, Vijayawada.”

[No.V-12017/25/2008-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 26 जून, 2012

**का. आ. 3278.**—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात्:—

2. राजाराजेश्वरी डेंटल कालेज एवं अस्पताल, बैंगलोर, कर्नाटक द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलोर, कर्नाटक के संबंध में क्रम संख्या 49 की XXXV के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात्:—

“मास्टर आफ डेंटल सर्जरी

ओरल पैथोलोजी एवं माइक्रोबायोलॉजी (यदि 22.11.2011 को अथवा उसके पश्चात् प्रदान की गई हो)	एमडीएस (ओरल पैथोलोजी), राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलोर”
--	---

[सं. वी.-12017/55/2005-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 26th June, 2012

**S.O. 3278.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against XXXV of Serial No.49, in respect of Rajarajeswari Dental College and Hospital, Bangalore, Karnataka, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajiv Gandhi University of Health Sciences, Bangalore, Karnataka, the following entries shall be inserted thereunder:—

“Master of Dental Surgery

Oral Pathology & Microbiology MDS (Oral Path.), Rajiv  
(if granted on or after 22.11.2011) Gandhi University of  
Health Sciences  
(RGUHS), Bangalore”

[No. V-12017/55/2005-DE]

ANITA TRIPATHI, Under Secy.

402 9712-3

नई दिल्ली, 26 जून, 2012

**का. आ. 3279.**—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात्:—

2. “डॉ. बी. आर. अम्बेडकर विश्वविद्यालय, आगरा” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में रामा डेंटल कालेज अस्पताल एवं अनुसंधान केन्द्र, कानपुर के संबंध में क्रम संख्या 58 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात्:—

(i) “पब्लिक हैल्थ डेन्टिस्ट्री (यदि 28.2.2012 को अथवा उसके पश्चात प्रदान की गई हो)	एमडीएस (पब्लिक हैल्थ), डॉ. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा
(ii) ओरल पैथोलोजी एवं माइक्रोबायोलॉजी (यदि 28.2.2012 को अथवा उसके पश्चात प्रदान की गई हो)	एमडीएस (ओरल पैथोलोजी), डॉ. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा
(iii) पैडोडोन्टिस्ट एवं प्रीवेन्टिव डेन्टिस्ट्री (यदि 28.2.2012 को अथवा उसके पश्चात प्रदान की गई हो)	एमडीएस (पैडो.), डॉ. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा
(iv) ओरल मेडिकल एवं रोडियोलोजी (यदि 28.2.2012 को अथवा उसके पश्चात प्रदान की गई हो)	एमडीएस (ओरल मेड.), डॉ. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा”

[सं. वी.-12017/44/2003-डीई (वाल्यूम VIII)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 26th June, 2012

**S.O. 3279.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 58, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. B.R. Ambedkar University, Agra, the following entries in respect of Rama Dental College Hospital & Research Centre, Kanpur, shall be inserted thereunder:—

Public Health Dentistry (if granted on or after 28.02.2012)	MDS (Pub. Health), Dr. B.R. Ambedkar University, Agra
Oral Pathology & Microbiology (if granted on or after 28.02.2012)	MDS (Oral Path.), Dr. B.R. Ambedkar University, Agra
Paedodontics and Preventive Dentistry (if granted on or after 28.02.2012)	MDS (Pedo), Dr. B.R. Ambedkar University, Agra
Oral Medicine & Radiology (if granted on or after 28.02.2012)	MDS (Oral Med.), Dr. B.R. Ambedkar University, Agra"
	[No. V-12017/44/2003-DE(Vol. VII)]
	ANITA TRIPATHI, Under Secy.

नई दिल्ली, 27 जून, 2012

का. आ. 3280.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात्:—

2. “डॉ एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आन्ध्र प्रदेश” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में श्री वेंकट साई दंत विज्ञान संस्थान, महबूबनगर, आन्ध्र प्रदेश के संबंध में क्रम संख्या 50के XI (क) के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी,

“ओरल मेडिसिन एवं रेडियोलोजी एमडीएस (ओरल मेडिसिन), (यदि 9 मई, 2012 को अथवा उसके पश्चात् प्रदान की गई हो) डॉ एनटीआर स्वास्थ्य विज्ञान पश्चात् प्रदान की गई हो) विश्वविद्यालय, विजयवाड़ा ओरल एवं मैक्सिलोफेशियल सर्जरी एमडीएस (ओरल सर्जरी), डॉ. (यदि 9 मई, 2012 को अथवा उसके पश्चात् प्रदान की गई हो) एनटीआर स्वास्थ्य विज्ञान प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज (यदि 9 मई, 2012 को अथवा उसके पश्चात् प्रदान की गई हो) एमडीएस (प्रोस्थो.), डॉ. ओथोडोन्टिक्स एवं डंटोफेशियल एमडीएस (ओथो.), डॉ. ओथोपैडिक्स एनटीआर स्वास्थ्य विज्ञान (यदि 9 मई, 2012 को अथवा उसके पश्चात् प्रदान की गई हो) विश्वविद्यालय, विजयवाड़ा ‘पैडोडॉन्टिक्स एवं प्रीवेन्टिव डेन्टिस्ट्री’ एमडीएस (पैडो.), (यदि 9 मई, 2012 को अथवा उसके पश्चात् प्रदान की गई हो) डॉ एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा”

[सं. वी.-12017/29/2008-डीई (भा.)]  
अनिता त्रिपाठी, अवर सचिव

New Delhi, the 27th June, 2012

S.O. 3280.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Xii(a) of Serial No. 50, in respect of Sri Venkata Sai Institute of Dental Sciences, Mahabubnagar, Andhra Pradesh, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh, the following entries shall be inserted thereunder:—

“Oral Medicine & Radiology  
(if granted on or after 9th May, 2012) MDS (Oral Med.)  
Dr. NTR University of Health Sciences, Vijayawada

Oral Maxillofacial Surgery  
(if granted on or after 9th May, 2012) MDS (Oral Sur) Dr.  
NTR University of Health Sciences, Vijayawada

Prosthodontics and Crown & Bridge  
(if granted on or after 9th May, 2012) MDS (Prostho) Dr.  
NTR University of Health Sciences, Vijayawada

Orthodontics & Dentofacial Orthopedics  
(if granted on or after 9th May, 2012) MDS (Ortho.) Dr.  
NTR University of Health Sciences, Vijayawada

Paedodontics and Preventive Dentistry  
(if granted on or after 9th May, 2012) MDS (Paedo) Dr.  
NTR University of Health Sciences, Vijayawada”

[No..V-12017/29/2008-DE(Pt.)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 28 जून, 2012

का. आ. 3281.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात्:-

2. “राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलोर, कर्नाटक द्वारा प्रदत्त स्नातकोत्तर डिप्लोमा की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में डीए० पांडु मेमोरियल आर्थो. डेंटल कालेज, बैंगलोर, कर्नाटक के संबंध में

क्रम संख्या 49 के XV के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी,  
 “कन्जरवेटिव डेन्टिस्ट्री एवं एंडोडेन्टिक्स पीजी डिप्लोमा (कन्ज़...  
 (यदि 31.5.2011 को अथवा उसके डेन्टिस्ट्री), राजीव गांधी  
 पश्चात् प्रदान की गई हो) स्वास्थ्य विज्ञान विश्वविद्यालय,  
 बैंगलोर, कर्नाटक”

[सं. वी.-12017/56/2008-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, 28th June, 2012

**S.O. 3281.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against XV of Serial No. 49, in respect of D.A. Pandu Memorial R.V. Dental College, Bangalore, Karnataka, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Post Graduate Diploma awarded by Rajiv Gandhi University of Health Sciences, Bangalore, Karnataka, the following entries shall be inserted thereunder:—

“Conservative Dentistry &  
Endodontics  
(If granted on or after  
31.05.2011)

PG Diploma (Cons.  
Dent.), Rajiv Gandhi  
University of Health  
Sciences, Karnataka”

[No. V-12017/56/2008-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 28 जून, 2012

**का. आ. 3282.**—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात्:-

2. “डॉ एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आन्ध्र प्रदेश” द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में आर्मी दंत विज्ञान कालेज, सिकन्दराबाद, आन्ध्र प्रदेश के संबंध में क्रम संख्या 50 के XI के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी,

“पेरियोडोटेलोजी  
(यदि 9 मई, 2012 को अथवा उसके  
पश्चात्, प्रदान की गई हो)

एमडीएस (पेरियो), डॉ  
एनटीआर स्वास्थ्य विज्ञान  
विश्वविद्यालय, विजयवाडा

कन्जरवेटिव डेन्टिस्ट्री एवं एंडोडेन्टिक्स एमडीएस (कन्ज. डेन्टिस्ट्री),  
 (यदि 9 मई, 2012 को अथवा उसके डॉ. एनटीआर स्वास्थ्य  
 पश्चात् प्रदान की गई हो) विज्ञान विश्वविद्यालय,  
 विजयवाडा”

[सं. वी-12017/29/2008-डीई (भाग)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 28th June, 2012

**S.O. 3282.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the schedule to the said Act, namely:—

2. In the existing entries of Column 2 & 3 against XI of Serial No. 50, in respect of Army College of Dental Sciences, Secunderabad, Andhra Pradesh, in Part-I of the Schedule to the dentists Act, 1948 (16 of 1948) Pertaining to recognition of dental degrees awarded by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh, the following entries shall be inserted thereunder:-

“Periodontology	MDS(Porio), Dr. NTR
(if granted on or after 9 <sup>th</sup> May, 2012)	University of Health Sciences, Vijayawada
Conservative Dentistry &	MDS (Cons Dent),
Endodontics	Dr. NTR University
(if granted on or after 9 <sup>th</sup> May, 2012)	of Health Sciences, Vijayawada”

[No. V-12017/29/2008-DE (Pt.)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 2 जुलाई, 2012

**का. आ. 3283.**—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात्:-

2. “सुभार्ती डेंटल कालेज एवं अस्पताल, मेरठ” द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में स्वामी विवेकानन्द सुभार्ती विश्वविद्यालय, मेरठ के संबंध में क्रम संख्या 93 के समक्ष मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात्:-

“मास्टर आफ डेंटल सर्जरी ओरल मेडिसिन एवं रेडियोलोजी	एमडीएस (ओरल मेडिसिन), स्वामी विवेकानन्द सुभार्ती विश्वविद्यालय, मेरठ”
(यदि 28.4.2012 को अथवा उसके पश्चात् प्रदान की गई हो)	[सं. वी-12017/5/2004-डीई (भाग)]

अनिता त्रिपाठी, अवर सचिव



"Master of Dental Surgery

Public Health Dentistry

(if granted on or after 10.05.2012)

MDS (Pub. Health),

Dr. D.Y. Patil

Vidyapeeth, Pimpri,

Pune"

[No. V.-12017/30/2008-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 3 जुलाई, 2012

का. आ. 3286.— केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात्:-

2. मनिपाल विश्वविद्यालय, मनिपाल द्वारा प्रदान किए जाने वाले स्नातकोत्तर डिप्लोमा की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 90 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी,

"मनिपाल दंत विज्ञान महाविद्यालय, मनिपाल

स्नातकोत्तर डिप्लोमा

डैंटल मेट्रिरियल

(यदि 14.4.2012 को अथवा उसके

पश्चात् प्रदान की

गई हो)

पीजी डिप्लोमा (डैंटल

मेट्रिरियल), मनिपाल

विश्वविद्यालय, मनिपाल"

[सं. ची-12017/46/2009-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 3rd July, 2012

S.O. 3286.— In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the schedule to the said Act, namely:-

2. In the existing entries of Column 2 & 3 against Serial No. 90, in Part-I of the schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Post Graduate Diploma awarded by Manipal University, Manipal, the following entries shall be inserted thereunder:-

"Manipal College of Dental Sciences, Manipal

Post Graduate Diploma

Dental Material

(if granted on or after 14.04.2012) PG Diploma (Dental

Diploma (Dental

Material), Manipal University, Manipal"

[No. V.-12017/46/2009-DE]

ANITA TRIPATHI, Under Secy.

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 23 अक्टूबर 2012

का. आ. 3287.— केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में वाणिज्य विभाग के अंतर्गत आने वाले ईसीजीसी लि. के निम्नलिखित शाखा कार्यालयों को अधिसूचित करती है, जिनके 80 प्रतिशत से अधिक कर्मचारी बृद्ध ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है-

1. भारतीय निर्यात ऋण गारंटी निगम लिमिटेड  
तिरुपुर बैंक कारोबार शाखा  
137/2, सी.जी. कॉम्प्लेक्स, दूसरी मंजिल, कुमारन रोड,  
तिरुपुर-641601
2. भारतीय निर्यात ऋण गारंटी निगम लिमिटेड  
तिरुपुर निर्यातक शाखा,  
137/2, सी.जी. कॉम्प्लेक्स, दूसरी मंजिल, कुमारन रोड,  
तिरुपुर-641601
3. भारतीय निर्यात ऋण गारंटी निगम लिमिटेड  
हैदराबाद निर्यातक शाखा,  
हाका भवन, दूसरी मंजिल, पब्लिक गार्डन के सामने,  
हैदराबाद-500004
4. भारतीय निर्यात ऋण गारंटी निगम लिमिटेड  
हैदराबाद बैंक कारोबार शाखा,  
हाका भवन, दूसरी मंजिल, पब्लिक गार्डन के सामने,  
हैदराबाद-500004
5. भारतीय निर्यात ऋण गारंटी निगम लिमिटेड  
फरीदाबाद शाखा,  
एससीओ-149, दूसरी मंजिल, सेक्टर-21-सी, फरीदाबाद,  
हरियाणा

[सं. ई-11013/1/2008-हिन्दी]

श्रीमती देवकी, निदेशक (राजभाषा)

#### MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 23rd October, 2012

S.O. 3287.— In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the union) Rules 1976 the Central Govt., hereby notifies the following branch offices of ECGC Ltd. Under department of Commerce, where of more than 80% staff have acquired a working knowledge of Hindi:-

1. Export Credit Guarantee Corporation of India Ltd.,  
TIRUPUR Bank Business Branch,

402 97 12-4

137/2, C.G. Complex, 2nd Floor, Kumaran Road,  
Tirupur-641601.

2. Export Credit Guarantee Corporation of India Ltd.,  
TIRUPUR Exporter Branch,  
137/2, C.G. Complex, 2nd Floor, Kumaran Road,  
Tirupur-641601.

3. Export Credit Guarantee Corporation of India Ltd.,  
HYDERABAD Exporter Branch,  
HACA Bhawan, 2nd Floor, Opp. Public Gardens,  
Hyderabad-500004

4. Export Credit Guarantee Corporation of India Ltd.,  
HYDERABAD Bank Business Branch,  
HACA Bhawan, 2nd Floor, Opp. Public Gardens,  
Hyderabad-500004

5. Export Credit Guarantee Corporation of India Ltd  
FARIDABAD Branch,  
SCO-149, 2<sup>nd</sup> Floor, Sector-21-C, Faridabad, Haryana

[No. E-11013/1/2008-Hindi]  
Smt. DEVKI, Director (OL)

**सांख्यिकी और कार्यक्रम कार्यान्वयन मंत्रालय**

नई दिल्ली, 19 अक्टूबर, 2012

का. आ. 3288.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10 के उप नियम (4) के अनुसरण में, सांख्यिकी और कार्यक्रम कार्यान्वयन मंत्रालय के अधीन क्षेत्र संकार्व प्रभाग, राष्ट्रीय प्रतिरक्षण सर्वेक्षण कार्यालय के क्षेत्रीय कार्यालय, देहरादून को, जिसके 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, भारत के राजपत्र में अधिसूचित करती है।

[सं. ई-11011/2/2006-हिन्दी]

अरविन्द कुमार, संयुक्त सचिव

**MINISTRY OF STATISTICS AND PROGRAMME  
IMPLEMENTATION**

New Delhi, the 19th October, 2012

S.O. 3288.—In pursuance of sub rule (4) of Rule 10 of the Official Language (use for official purposes of the Union) Rules, 1976 (as amended-1987), the Central Government hereby notify the Regional Office, Dehradun of Field Operation Division, NSSO under the Ministry of Statistics and Programme Implementation in the Gazette of the India where 80 percent of the staff has acquired the working knowledge of Hindi.

[No. E-11011/2/2006-Hindi]

ARVIND KUMAR, Jt. Secy.

विज्ञान और प्रौद्योगिकी मंत्रालय

(जैव प्रौद्योगिकी विभाग)

नई दिल्ली, 19 अक्टूबर, 2012

का. आ. 3289.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, जैव प्रौद्योगिकी विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिनके 80% से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

(1) राष्ट्रीय कोशिका विज्ञान केन्द्र, पुणे

(2) राष्ट्रीय पादप जीनोम अनुसंधान संस्थान, नई दिल्ली

(3) राजीव गांधी जैवप्रौद्योगिकी केन्द्र, तिरुवनंतपुरम

[सं. ई-11013/1/02-हिन्दी.]

श्रीषण राधवन, संयुक्त सचिव (प्रशा.)

**MINISTRY OF SCIENCE AND TECHNOLOGY**

(Department of Biotechnology)

New Delhi, the 19th October, 2012

S.O. 3289.—In pursuance of sub-rule (4) of rule 10 of the Official Language (use for official purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices, under the administrative control of D/o Biotechnology, Ministry of Science & Technology, whereof more than 80 percent staff have acquired the working knowledge of Hindi, namely:—

(1) National Centre for Cell Science, Punc

(2) National Institute of Plant Genome Research, New Delhi

(3) Rajiv Gandhi Biotechnology Centre, Thiruvananthapuram

[No. E-11013/1/02-Hindi]

SREESHAN RAGHAVAN, Jt. Secy.

वैद्युत मंत्रालय

नई दिल्ली, 26 अक्टूबर, 2012

का. आ. 3290.—मुख्य वैद्युत नियोक्षक एवं वैद्युत नियोक्षक की अहता, शक्ति एवं कार्य नियमावली, 2006 के साथ पठित विद्युत अधिनियम, 2003 (2003 का 36) की धारा 162 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा, उपर्युक्त नियम में डिल्लिखित अहता एवं शर्तों के अधीन, केन्द्रीय विद्युत प्राधिकरण, नई दिल्ली के निम्नलिखित अधिकारियों को उक्त प्राधिकरण में उनका कार्यकाल पूरा होने तक, वैद्युत नियोक्षक के रूप में नियुक्त करती है।

क्र. सं.	नाम	पदनाम	तैनानी का स्थान	अर्हता	अनुभव	केविप्रा में कार्यभार ग्रहण की तारीख
1.	‘असित सिंह*	अधीक्षण अभियंता	आरआईओ (दक्षिण)	बीई (इलेक्ट्रिकल)	15 वर्ष	18.08.1997
2.	सन्नी पी. अब्राहम	उप निदेशक	आरआईओ (दक्षिण)	बीएससी इंजी. (इलेक्ट्र.)	27 वर्ष	20.02.1985
3.	वी.के. गुप्ता**	उप निदेशक	आरआईओ (पश्चिम)	बीएससी इंजी. (इलेक्ट्र.)	31 वर्ष	11.06.1982
4.	प्रेमानंद सरकार***	उप निदेशक	आरआईओ (पूर्व)	बीई (इलेक्ट्रिकल)	28 वर्ष	24.06.1985
5.	शिशिर प्रकाश****	सहायक निदेशक	आरआईओ (उत्तर)	बीएससी इंजी. (इलेक्ट्र.)	15 वर्ष	31.01.1997
				एमई (इलेक्ट्रिकल)		

\* श्री ए. बालान, अधीक्षण अभियंता, आरआईओ (दक्षिण), केविप्रा के स्थान पर

\*\* श्री डी.पी. सिंह, उपनिदेशक आरआईओ (पश्चिम), केविप्रा के स्थान पर

\*\*\* श्री एस.एस. घोष, उपनिदेशक, आरआईओ (पूर्व), केविप्रा के स्थान पर

\*\*\*\* श्री आई. के. मेरहा, सहायक निदेशक, आरआईओ (उत्तर), केविप्रा के स्थान पर

उपर्युक्त अधिकारी, केन्द्रीय वैद्युत प्राधिकरण (सुरक्षा एवं वैद्युत आपूर्ति से संबंधित उपाय) विनियम, 2010 में विनिर्धारित प्रक्रिया के अनुसार, केन्द्रीय वैद्युत प्राधिकरण के प्रभाव वाले क्षेत्रों के भीतर वैद्युत कार्यों, वैद्युत संस्थापनाओं और वैद्युत रोलिंग स्टॉक प्रचालनों के संबंध में अथवा प्राधिकरण के नियंत्रणाधीन कार्यों तथा सभी वैद्युत संस्थापनाओं के संबंध में अपनी शक्तियों का प्रयोग करेंगे और अपने कार्यों का निष्पादन करेंगे।

केन्द्रीय वैद्युत प्राधिकरण यह सुनिश्चित करेगा कि वैद्युत निरीक्षक के रूप में नियुक्त अधिकारी प्राधिकरण में उनको सौंपे गए कार्य के संबंध में वैद्युत निरीक्षण नहीं होंगे।

वैधुत निरीक्षक के रूप में नियुक्त व्यक्ति वह प्रशिक्षण प्राप्त करेंगे जो केंद्र सरकार इस उद्देश्य के लिए आवश्यक समझे और यह प्रशिक्षण

सरकार की संतुष्टि के स्तर तक पूरा किया जाएगा।

[फा.सं. 42/3/2010-आर एंड आर]

ज्योति अरोड़ा, संयुक्त सचिव

#### MINISTRY OF POWER

New Delhi, the 26th October, 2012

S.O. 3290.— in exercise of the powers conferred by sub-section (1) of Section 162 of the Electricity Act, 2003 (36 of 2003) read with The Qualification, Power and Functions of Chief Electrical Inspector and Electrical Inspectors Rules, 2006, the Central Government hereby appoints following Officers of Central Electricity Authority, New Delhi as Electrical Inspector till their tenure in said Authority, subject to the Qualifications and Conditions mentioned in the said Rule.

S/No.	Name	Designation	Place of Posting	Qualification	Experience	Date of Joining in CEA
1	Asit Singh*	Sup. Engineer	RIO (South)	BE (Elect.)	15 Yrs.	18.08.1997
2	Sunny P. Abraham	Dy. Director	RIO (South)	B.Sc. Eng. (Elect.)	27 Yrs.	20.02.1985
3.	V.K. Gupta**	Dy. Director	RIO (West)	B.Sc. Eng. (Elect.)	31 Yrs	11.06.1982
4.	Premanand Sarkar***	Dy. Director	RIO (East)	BE (Elect.)	28 Yrs.	24.06.1985
5.	Shishir Prakash****	Asst. Director	RIO (North)	B.Sc. Eng. (Elect.) ME (Elect.)	15 Yrs	31.01.1997

\* In place of Shri A. Balan, Superintendent Engineer, RIO (South), CEA

\*\* In place of Shri D.P. Singh, Dy. Director, RIO (West), CEA

\*\*\* In place of Shri S.S. Ghosh, Dy. Director, RIO (East), CEA

\*\*\*\* In place of Shri I.K. Mehra, Asst. Director, RIO (North)

The above mentioned officers shall exercise the powers and perform function in respect of electrical works, electrical installations and electrical rolling stock in operation within the jurisdiction of Central Electricity Authority or in respect of works and all electrical installations under the control of

said Authority, as per the procedure specified in Central Electricity Authority (Measures Relating to Safety and Electricity Supply) Regulations, 2010.

Central Electricity Authority shall ensure that the person

appointed as Electrical Inspector will not be Electrical Inspector in respect of the work assigned to them in the Authority.

The person appointed as the Electrical Inspector shall undergo such training as the Central Government may consider it necessary and shall complete such training to the satisfaction of the Government.

[F. No. 42/3/2010-R&R]

JYOTI ARORA, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 16 अगस्त, 2012

**का. आ. 3291.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है:—

### अनुसूची

क्रम स्थापित भारतीय मानक (कों)	नये भारतीय मानक द्वारा अंतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि	
(1)	(2)	(3)	(4)
1. आई एस 13730 (भाग 12): 2012   आई ईसी 60317-12: 2010 विशेष प्रकार की कुण्डलण तारों की विशिष्ट भाग 12 पालीविनाइल एसोटेल अनेमलित गोल कॉपर की तारें, वर्ग 120	—	16-08-12	

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध है।

[संदर्भ ईटी 33/टी-115]

आर के. ट्रेहन, वैज्ञानिक 'एफ' /निदेशक (सतर्कता)

### MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 16th August, 2012

**S.O. 3291.**—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued:

### SCHEDULE

Sl. No.	No. and Year of the Indian Standard	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 13730 (Part 12) : 2012 / IEC—60317-12 : 2010 Specifications for Particular types of winding wires Part 12 Polyvinyl Acetal Enamelled round Copper Wire, Class 120	—	16-08-12

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref.: ET 33/T-115]

R.K. TREHAN, Scientist 'F'/Director (Vigilance)

नई दिल्ली, 22 अक्टूबर, 2012

**का. आ. 3292.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे रद कर दिए गए हैं और वापस ले लिये गये हैं:

## अनुसूची

क्रम	रद्द किये गये मानक (कों)	भारत के राजपत्र टिप्पणी
संख्या	की संख्या,	भाग II, खंड 3,
वर्ष और शीर्षक	उपखंड (ii) में	
	का. आ. संख्या	
	और तिथि	
	प्रकाशित	
1.	आई एस 8559 : 1977-	का.आ. मानक
	खाद के लिए इस्तेमाल होने वाली महुआ की खली की विशिष्टि	संख्या- 1995 अप्रचलित हो तिथि- गया है 26-07-1980

[संदर्भ एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि).

New Delhi, the 22nd October, 2012

**S.O. 3292.**—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, it is hereby notified that the Indian Standards, particulars of which are mentioned in the Schedule hereafter, have been cancelled and stand withdrawn:

## SCHEDULE

Sl. No. and Year of the No. Indian Standards Cancelled	S.O. No. and Date published in the Gazette of India, Part II, Section 3, Sub-section (ii)	Date of Established
1. IS 8559:1977 Specification for Mahua cake for manuring	S.O. No. 1995 Dated: 26-07-1980	The Standard has become obsolete

[Ref. FAD/G-128]

Dr. R.K. BAJAJ, Scientist 'F' and Head (Food &amp; Agri.)

नई दिल्ली, 22 अक्टूबर, 2012

**का. आ. 3293.**—भारतीय मानक ब्लूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्लूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के संशोधन के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं:

## अनुसूची

क्रम	संशोधित भारतीय मानक संख्या की संख्या, वर्ष और शीर्षक	संशोधन संख्या संशोधन लागू और वर्ष होने की तिथि
1.	आई एस 5409 (भाग 1): 1985- कृषि में पिटटी संशोधन सामग्री के रूप में इस्तेमाल करने वाले चूना जैसे पदार्थों की विशिष्टि भाग 1 हाइड्रेटेड चूना और जला हुआ चूना (पहला पुनरीक्षण)	संशोधन 30 सितंबर, संख्या 2 2012 वर्ष 2012
2.	आई एस 6046:1982- कृषि में इस्तेमाल करने वाले जिसम की विशिष्टि (पहला पुनरीक्षण)	संशोधन 30 सितंबर, संख्या 2 2012 वर्ष 2012

इस संशोधन की प्रतियां भारतीय मानक ब्लूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चेन्नई, मुम्बई चंडीगढ़ तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गूवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 22nd October, 2012

**S.O. 3293.**—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

Sl. No. and Year of the No. Indian Standards	No. and Year of the Amendment	Date of which the Amend- ment shall have effect
1. IS 5409 (Part 1) : 1985 Specification for Agricultural Liming Materials as Soil Amendments Part I: Hydrated Lime and Burnt Lime (First Revision)	Amendment No.2 Year 2012	30 Sept., 2012
2. IS 6046:1982 Specification for Gypsum for Agricultural Use (First Revision)	Amendment No. 2 Year 2012	30 Sept., 2012

4012 05/12-5

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. FAD/G-128]

Dr. R.K. BAJAJ, Scientist 'F' and Head (Food and Agri.)

नई दिल्ली, 25 अक्टूबर, 2012

**का. आ. 3294.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतदद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसन्धान में दिए गए हैं वे स्थापित हो गये हैं।

अनुसूची

क्रम	स्थापित भारतीय संख्या मानक(कों) की संख्या वर्ष और शीर्षक	नवे भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1.	आईएस 486:2012 रंग रोगन और वार्निश के लिए सैश टूल, ब्रश-विशिष्टि (चौथा पुनरीक्षण)	30 सितम्बर 2012	

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन,  
९, बहादुर शाह जफर मार्ग, नई दिल्ली-११०००२, क्षेत्रीय कार्यालयों :  
मई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों :  
अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गूवाहाटी, हैदराबाद,  
जयपुर, कानपुर, नागपुर, पटना, पूरे तथा तिरुवनन्तपुरम में बिक्री हेतु  
उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा

इंटरनेट पर खरीदा जा सकता है।

[संदर्भ सीएचडी 24/आईएस 486]

## एस.एन. चटर्जी, वैज्ञानिक 'एफ' एवं प्रमुख (रसायन विभाग)

New Delhi, the 25th October, 2012

**S.O. 3294.**—In pursuance of clause (b) of sub-rule 1 of rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

## SCHEDULE

Sl. No.	No. and Year of the Indian Standard Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 486:2012 Brushes, - sash tool for paints and varnishes - Specification (fourth revision)	-	30 Sept.

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram. On line purchase of Indian standard can be made at :<http://www.standardsbais.in>.

[Ref. CHD 24/IS 486]

S.N. CHATTERJEE, Scientists 'F' and Head (CHD)

नई दिल्ली, 30 अक्टूबर, 2012

का.आ.3295.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसंदरण में भारतीय मानक ब्यूरो एतदद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु.	वर्ष
1	2	3	4	5	6	7	8	9
1.	4014334	18/09/2009	सैंज क्रोम्पची ए.एस. होर्नार्डस्का 1 053 42 क्रोम्पची, अण्डमान स्लोवाकिया	विद्युत सहायक अंग-घरेलू और ऐसे ही संस्थापनों के लिए अतिधारा संरक्षण हेतु परिपथ वियोजक	आईएस 8828		1996	
2.	4014435	26/11/2009	लकी सीमेंट गोमटु, भुटान, वाया बीरपाड़ा, जलपाईगुड़ी, वेस्ट बंगाल, साम्प्ले गोमटु, भुटान	पोर्टलैंड स्लेग सीमेंट	आईएस 455		1989	
3.	4014536	03/12/2009	डायकरहोफ ए.जी लीइनेर स्ट्रीट 89, 49525 लेनारिच, जर्मनी	ऑयल वेल सीमेंट	आईएस 8229		1986	
4.	4014637	02/02/2010	नेस्ले बांगलादेश लि., राजेन्द्रपुर कॉमोरेंट श्रीपुर, गाजीपुर-1740, द्वाका	दुध-धान्य आधारित दूध छुड़ाने के आहार	आईएस 1656		1997	
5.	4014738	16/02/2010	चौंगक्वींग एक्टरीज मेजरमेंट इंस्ट्रमेंट कं. लि., नं. 4, डियान सी सुन, ग्वान यिंगकिवाओ, जिआंगबेर्इ डिस्ट्रिक्ट, चौंगक्वींग, पी आर चीन-400020	विधि माप विज्ञान-गैस आयतन मापी भाग 2 डायाफास गैस मापी	आईएस 14439		1998	
6.	4014839	19/02/2010	दि सायाम सीमेंट (थुंग सोंग) कं. लि. 52 मू 6 तीवांग, नाकोर्न सी थम्मारट तीवांग, थाईलैंड	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 8112		1989	
7.	4014940	19/02/2010	दि सायाम सीमेंट (थुंग सोंग) कं. लि., 52 मू 6 तीवांग, नाकोर्न सी थम्मारट तीवांग, थाईलैंड-80110	53 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 12269		1987	
8.	4015033	05/03/2010	मै. लफार्ज सीमेंट यूके लफार्ज स्पेशल सीमेंट वर्स लेन, बार्नस्टोन, नोटिंघम, यू.के - एनजी 139 जे टी नोटिंघम यूनाइटेड किंगडम-139	सल्फेट प्रतिरोधी पोर्टलैंड सीमेंट	आईएस 12330		1988	

1	2	3	4	5	6	7	8	9
9.	4015134	31/03/2010	कामेरा बेबी कारपोरेशन नं. 49, चौथा फ्लोर, सेक्टर 3, जेन-एआई रोड, ताइपर्ड, ताइवान आर ओ सी-10651	प्लास्टिक फीडिंग बोतलें	आईएस 14625	1999		
10.	4015235	07/06/2010	एन टी एस स्टील ग्रुप पब्लिक कंपनी लिमिटेड, शिनावत्रा टॉवर 3, 22 वां तल, सरिए और तार 1010 विफावडी रंगजिट रोड, चतुर्चक, बैंकॉक, थाइलैंड-10900	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विन्धापित इस्पात के	आईएस 1786	2008		
11.	4015336	07/06/2010	दि सायम कन्स्ट्रक्शन स्टील कम्पनी लिमिटेड आईए-23 मेप्टाफट इंडस्ट्रियल एस्टेट, I-7 रोड, मेप्टाफट-रेओंग, थाइलैंड-21150	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विन्धापित इस्पात के	आईएस 1786	2008		
12.	4015437	26/03/2010	फल्टिंग इंडस्ट्रियल क. लि., नं. 158, डेन ली रोड, डेन ली विलेज, सियेन हसी हियांग, चेन्न्युओ हियेन ताइवान	प्लास्टिक की फीडिंग बोतलें	आईएस 14625	1999		
13.	4015538	05/04/2010	जेएफई स्टील कारपोरेशन 2-3, उचिसाईवह-चो 2-चोमे चियोडा-कु, टोक्यो, जापान 100-0011	कण दिशात्मक विद्युत इस्पात की चहरें एवं पत्तियाँ	आईएस 3024	2006		
14.	4015639	01/04/2010	जेएफई स्टील कारपोरेशन 2-3, उचिसाईवह-चो 2-चोमे चियोडा-कु, टोक्यो, जापान-100-0011	चुम्बकीय सर्किट के लिए गैर दिशात्मक विद्युत इस्पात की चहरें एवं पत्तियाँ	आईएस 648:	2006		
15.	4015740	21/06/2010	दि योकोहामा रबड़ कं. लि., मीई फैक्टरी, 1038 टाकाबुकु मिसोना-चो, ,आईसे-शि, मीई-केन, 516-8530 जापान	स्वचालित वाहन-व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636	2005		
16.	4015841	21/06/2010	दि योकोहामा रबड़ कं. लि., शाइनशिरो फैक्टरी, 1 फुरुयाशिकी, नोडा-एजा, शाइनशिरो-शी, आइची- केन शाइनशिरो-शी जापान 441-1343	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633	2005		

1	2	3	4	5	6	7	8	9
17.	4015942	02/07/2010	दि योकोहामा रबड़ कं. लि., 1038 टाकाबुकु मिसोना-चो, आईसे-शि, मीई-केन, 516-8530 जापान	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
18.	4016035	02/07/2010	दि योकोहामा रबड़ कं. लि., 8-1, मिनामी-फुत्सुका-मकी, वाहनों के लिए हवा भरे टायर्स- मिशिमा-शि, शिजुओका-केन डायगोनल और रेडियल प्लाई 411-0832 मिशिमशी, जापान	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
19.	4016136	15/06/2010	हेंगझुआ लोरोउम इलैक्ट्रिक एंड केबल कं. लि., 38 सैकेंड जियानसे रोड, जिआओशन इकोनोमिक एंड टेक्नीकल डवलपमेंट जोन, हेंगझुआ झिंगीयांग, चीन	1100 बोल्ट तक की कार्यकारी बोल्ट्स के लिए पीवीसी रोधित केबल	आईएस 694:		1990	
20.	4016237	15/06/2010	हेंगझुआ लोरोउम इलैक्ट्रिक एंड केबल कं.लि., 38 सैकेंड जियानसे रोड, जिआओशन इकोनोमिक एंड टेक्नीकल डवलपमेंट जोन, चीन	250 बोल्ट तक की रेटिंग बोल्ट्स और 16 एम्पीयर तक की रेटिंग धारा के लिए प्लग सॉकेट और आउटलेट	आईएस 1293		2005	
21.	4016338	12/07/2010	योकोहामा टायर फिलिपिन्स, आईएनसी इंडस्ट्रियल एस्टेट 5, वाहनों के लिए हवा भरे टायर्स- वलार्क फीपोर्ट जोन, पम्पाना डायगोनल और रेडियल प्लाई फिलिपिन्स 2023	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
22.	4016439	19/07/2010	एम. आई. सीमेंट फैक्टरी लि., वेस्ट मुक्तेरपुर, मुंशीगंज, बंगलादेश ढाका, बंगलादेश	पोर्टलैंड पोजोलाना सीमेंट भाग 1 प्लाई-एश आधारित	आईएस 1489:	01		1991
23.	4016540	20/07/2010	ब्रिजस्टोन कारपोरेशन एमागी प्लांट 2011, ओडा, असाकुरा फुकुओका प्रेफेक्चर, 838- 0051 असाकुरा, जापान	स्वचालित वाहन-व्यवसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636		2005	
24.	4016641	26/07/2010	नेट स्टील होलिंडंग प्रा. लि. 22 तनजोंग किल्ना रोड, सिंगापुर 628048	कंब्रीट प्रबलन के लिए उच्च सामर्थ्य विन्धापित इस्पात के सरिए और तार	आईएस 1786		2008	
25.	4016742	03/09/2010	मैनावती स्टील इंडस्ट्रीज प्रा. लि, वार्ड सं. 3, दुहाबी 56707 जिला सनसारी कोशी ज़ोन, नेपाल	संरचना प्रयोजनों के लिए इस्पात की दृश्य	आईएस 1161		1998	

1	2	3	4	5	6	7	8	9
26.	4016843	30/09/2010	सोसीएटा पर अजिवोनी मिशीलिन इटालियाना स्टेबीलमेन्टो डि कुनिओ पिआजा आर. दाउड़ी 1, कुनिओ-12100 इटली	स्वचालित वाहन - हवा भरे टायर्स के लिए ट्यूब्स	आईएस 13098		2012	
27.	4016944	27/09/2010	सिएट केलानी इंटरनेशनल टायर्स (प्रा) लि., पी.ओ. 53, तुगामुनोडा, केलानिया, श्रीलंका	स्वचालित वाहन - व्यवसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636		2005	
28.	4017037	20/10/2010	मिशलीन टायर पब्लिक लिमिटेड कंपनी, 190 रेसब्यू रोड, बलीमेना काउंटी एंट्रिम, नार्दन आयरलैंड, बीटी 42 4 एचजैड आइसलैंड	स्वचालित वाहन-व्यवसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडिल प्लाई	आईएस 15636		2005	
29.	4017138	20/10/2010	मेन्यूफेक्चर फैन्चाइज डी न्यूमेटिक मिशीलिन, कोलेट कोलेट, फ्रांस 49300 कोलेट	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स- प्लाई 16 रूट डी टैटलेमोन्डी, डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
30.	4017239	22/10/2010	सायम टायर फ्राप्रेडाइंग क.लि., 32, मू 2, पूचोअसामिप्राई रोड, सामुतप्रकम, समारोंग क्लांग, फ्राप्रेडाइंग-10130, सामुतप्रडम थाइलैंड	स्वचालित वाहन - व्यवसायिक सामुतप्रकम, समारोंग क्लांग, डायगोनल और रेडियल प्लाई	आईएस 15636		2005	
31.	4017340	01/11/2010	गुडर्डर (थाइलैंड) पब्लिक कम्पनी लिमिटेड, 50/9, फहोलीओथिन रोड, 36 किमी., क्लोंगतोंग, पथुमती- 12120, पथुमती थाइलैंड	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
32.	4017441	01/11/2010	सायम टायर फ्राप्रेडाइंग क.लि., 32, मू 2, पूचोअसामिप्राई रोड, सामुतप्रकम 10130, समारोंग क्लांग, सामुतप्रकम थाइलैंड	स्वचालित वाहन - दो और तीन पहिया मोटर वाहनों के लिए हवा भरे टायर्स	आईएस 15627		2005	
33.	4017542	01/11/2010	ब्रिजस्टोन ताईवान क. लि., न. 1, चुअंग चिंग रोड, हिंसन चु इंड ज़ोन, ताईवान आर ओ सी ताईवान	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
34.	4017643	22/11/2010	नैसले फिलिपिन्स इंस. किमी 46 ब्रगी, नियूजन काबेया, लगुना, फिलिपिन्स-	अनुसरित फार्मूला - अनुपूरक आहार	आईएस 15757		2007	
			4025					

1	2	3	4	5	6	7	8	9
35.	4017744	06/12/2010	बिनानी सीमैंट फैक्टरी एल.एल.सी., बी-233, जेबेल अली इंडिस्ट्रियल एरिया -2, पीओ बॉक्स 37608, दुबई यूएई, आबुधाबी यूनाइटेड अरब अमीरात	53 ग्रेड साधारण पोर्टलैंड सीमैंट	आईएस 12269		1987	
36.	4017845	07/12/2010	कूपर टायर एंड रबड़ कम्पनी, स्वचालित वाहन - यात्री कार 701, लाइमा एवेन्यू, फाइलै, वाहनों के लिए हवा भरे टायर्स- ओएच 456840	आईएस	15633		2005	
37.	4017946	14/12/2010	टर्क पिरेली लास्टिकलेरी ए.एस. स्वचालित वाहन - यात्री कार टर्क पिरेली लास्टिकलेरी ए.एस. वाहनों के लिए हवा भरे टायर्स- हसीहलिम माह. अंकारा काड डायगोनल और रेडियल प्लाई नं. 269, करतेपे/कोसाइली/ टर्की, टर्की	आईएस	15633		2005	
38.	4018039	14/12/2010	टर्क पिरेली लास्टिकलेरी ए.एस. स्वचालित वाहन - व्यवसायिक टर्क पिरेली लास्टिकलेरी ए.एस. वाहनों के लिए हवा भरे टायर्स- हसीहलिम माह. अंकारा काड डायगोनल और रेडियल प्लाई नं. 269, करतेपे/कोसाइली/ टर्की, टर्की	आईएस	15636		2005	
39.	4018140	10/12/2010	थाई बिजस्टेन कं. लि. (नॉगखई फैक्टरी) 75 मू 2 फाथालिओथिन रोड (82 किमी) तम्बोल पश्चिम एमफुर नॉगखई साराबुरी, थाइलैंड, 18140	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस	15633		2005
40.	4018241	31/12/2010	गआंगझू पर्ल रिबर रबड़. टायर लिमिटेड तांबु हुआदु, गआंगझू चीन	स्वचालित वाहन - व्यवसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस	15636		2005
41.	4018342	05/01/2011	हैंडलबर्ग सीमेंट बांग्लादेश लि., कॉचपुर प्लाई पी.ओ. जटामोरा, पी.एस. रूपगांज, जिला नारायण गंज, ढाका, बांग्लादेश	पोर्टलैंड पोजोलाना सीमेंट भाग 1 प्लाई-एश आधारित	आईएस	1489:	01	1991
42.	4018443	12/01/2011	पीटी गुड ईयर इंडोनेशिया टीबीके, जेएल पीमुडा नं. 27, सिटी बोगोर, जिला वेस्ट जावा, डायगोनल और रेडियल प्लाई इंडोनेशिया, इंडोनेशिया	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स-	आईएस	15633		2005

1	2	3	4	5	6	7	8	9
43.	4018544	25/11/2010	ब्रिजस्टोन टायर मैन्युफेक्चरिंग (थाईलैंड) कं. लि. 700/622 मू 4 ताम्बोल बैंकाओ अमफर पंथोंग, चोनबुरी 20160 थाईलैंड	स्वचालित वाहन - व्यवसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636			2005
44.	4018645	24/12/2010	मिशलीन इस्पाना पोर्टगाल एस.ए. फेब्रिका डि एरान्डा डि इयूरो एविडा लुइस मेटोओस एस/एन. अपार्टमेंट 151 एरान्डा डि इयूरो 09400 स्पेन	स्वचालित वाहन - व्यवसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636			2005
45.	4018746	09/12/2010	यूनीक सीमेंट इंडस्ट्रीज लिमिटेड, मेघनाधाट, सोनारगाँव, नारायणगंज, ঢাকা, বাংলাদেশ	पोर्टलैंड पोजोलाना सीमेंट भाग 1 प्लाई-एस आधारित	आईएस 1489	01		1991
46.	4018847	09/02/2011	शेनडॉग हेंगफेंग रबड़ एंड प्लास्टिक कं. लि., दवांग इकोनामिक डबलपर्मेट ज़ोन, डॉग्यांग, शेनडॉग, चीन, चीन	स्वचालित वाहन - व्यवसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636			2005
47.	4018948	31/01/2011	पिरेली डचलैंड जीएमबीएच, होचेस्टर स्ट्रीब 48-60, डी-64747 ब्रूग, जर्मनी	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
48.	4019041	20/12/2010	नेक्सन. टायर कारपोरेशन, 30 युसान-डॉग, यांगसान- सी. जियाँगसेंगनाम्डो, कोरिया, साउथ कोरिया	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
49.	4019142	01/03/2011	नेस्ले नीदरलैंड बी.वी. नेस्ले नुंसपीत, लान 110 8071 जी नुन्सपी नीदरलैंड	शिशु दूध के बैकल्पिक आहार- शिशु दूध के बैकल्पिक आहार-	आईएस 14433			2007
50.	4019243	07/02/2011	मिशलीन रिफेनवर्क एजी एंड कं. केजीए ए: वर्क काल्सर्लही मिशलीनस्ट्रासे 4-76185 काल्सर्लही, बाडेन वुर्टम्बर्ग, जर्मनी 76185	स्वचालित वाहन - व्यवसायिक वाहनों के लिए हवा भरे टायर्स डायगोनल और रेडियल प्लाई	आईएस 15636			2005
51.	4019344	17/02/2011	एम.एफ.पी मिशलीन जोउ लेस स्वचालित वाहन - व्यवसायिक टूर्स 1, रड गुटनबर्ग बीपी 424, जोउ लेस टूर्स, इंड्रे एट लारी 37304 फ्रांस	स्वचालित वाहन - व्यवसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636			2005
52.	4019445	15/02/2011	केन्डा रबड़ (चीन) क.लि., न. 2 कुन्जिया रोड़, कुन्शान इकोनोमिक डबलपर्मेट ज़ोन, कुन्शान (जियांगसू), चीन	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005

1	2	3	4	5	6	7	8	9
53.	4019546	09/02/2011	किंवंडाओ डबलस्ट्यर टायर इंडस्ट्रियल कं. लि., नं. 106, किंवंडाओ रोड, जियओनान डबलपर्मेंट जोन, किंवंडाओ, चीन	स्वचालित वाहन - व्यवसायिक वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15636		2005	
54.	4019647	25/01/2011	ब्रिजस्टोन कोरपोरेशन टोकिजी प्लांट, 10, कामिनाकानो, नसुहिओबारा-शि, टोकिजी-केन, 329-3154 नासू शिओबारा-शि, जापान	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
55.	4019748	18/03/2011	ब्रिजस्टोन कोरपोरेशन नासू प्लांट, 3-1, हिगाशियामाटे-चो, नासूशिओबारा-शि, टोकिजी-केन, 325-0041, नासूशिओबारा-शि, जापान	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
56.	4019849	12/01/2011	कुम्हो टायर क. इस. 145 एम, सुहबोंग-रि, यिब-म्युन, गोक्सेअंग-गुन, चोलानम-डो, साउथ कोरिया	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
57.	4019950	03/03/2011	सामुदा कॉमिकल कॉम्प्लेक्स लि., टी के भवन (2 फ्लोर), 13 काब्बन बाजार, ढाका, बांग्लादेश	ब्लीचिंग पाउडर स्टेबल	आईएस 1065		1989	
58.	4020026	08/02/2011	ब्रिजस्टोन कारपोरेशन हिकोन प्लांट, 211, टकामिया-चो, हिकोन-शि, शिगा-केन, 522-0201, हिकोन-शि जापान	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
59.	4020127	09/03/2011	ब्रिजस्टोन कोरपोरेशन टोसू प्लांट, 1000, टोडोराकी-मकी, टोसू-शि, सागा-केन, 841-0061, टोसू-शि, जापान	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
60.	4020228	07/02/2011	मेन्यूफेक्चर फ्रांसाइज देस न्यूमेटिक्स मिशलीन, जैडआई डी एईगुइली, रोअन, फ्रांस 42335 सिडेक्स, फ्रांस	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
61.	4020329	09/03/2011	किंवंडाओ डबलस्ट्यर टायर इंडस्ट्रियल कं.लि., न. 221, हंजीआंग रोड, शियान सिटी, हुबई प्रोविनस, चीन	स्वचालित वाहन - यात्री कार वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15633		2005	

1	2	3	4	5	6	7	8	9
62.	4020430	16/03/2011	गुडईयर डलियान टायर कम्पनी स्वचालित वाहन - यात्री कार लिमिटेड, 25 शिकाओ स्ट्रीट, वाहनों के लिए हवा भरे टायर्स- सिटी डलियान, जिला शाहेकोन, डायगोनल और रेडियल प्लाई चीन	आईएस 15633		2005		
63.	4020531	21/03/2011	पीटी मल्टीस्ट्रेडा अराह सराना ट्रीबीके, जेआई राया लेमहाबंग वाहनों के लिए हवा भरे टायर्स- किमी 58.3, डेसा कारंगसरी, डायगोनल और रेडियल प्लाई केस. सिकारंग टिमुर बेकासी 17550, जावा भारत, इंडोनेशिया	आईएस 15633		2005		
64.	4020632	24/03/2011	शेनयांग ट्राइप्रो रबड कं.लि., स्वचल वाहन -वायवीय टायरो 36, नं. 25 रोड, ईकोनोमी एंड के लिए ट्यूब टैक्नोलॉजी डब्लूपर्मेंट डिस्ट्रिक्ट, सिटी शेनयांग, लिआओ निंग शेनयान, चीन 110141	आईएस 13098		2012		
65.	4020733	22/03/2011	एसोसिएटिड सिएट (प्रा) लि., एस्मोट फैक्टरी, नागोडा 1 कुलतारा नागोडा, श्रीलंका	स्वचालित वाहन -व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636		2005	
66.	4020834	2/03/2011	नेक्सन टायर कारपोरेशन, 30 युसान-डॉग, यांगसान-सी, जियांगसेंगनाम्हो कोरिया, साउथ कोरिया	स्वचालित वाहन -व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636		2005	
67.	4020935	21/03/2011	ब्रिजस्टोन कारपोरेशन टोक्यो प्लांट, 3-1-1, ओगावहिगाशी- चो, कोडाईरा- शि, टोक्यो 187-8531 जापान	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
68.	4021028	22/03/2011	चेंग शिन रबड इंड. क.लि., न. 215, मीई-कोंग रोड, ता-सुम चेंग- हा, ताईवान आर.ओ.सी. चेंग-हा, ताईवान	स्वचालित वाहन -व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636		2005	
69.	4021129	17/02/2011	सूमिटोमो रबड (थाइलैंड) क. लि., 7/232, मू. 6, सोई पोर्ननप्रपा, तमबोल मावेयानापोर्न, एमफर प्लोकडिङ रेआंग, 21140 थाइलैंड	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
70.	4021230	04/04/2011	ओलम्पिक सीमेंट लि., रूपाटोली, बारिसाल बांगलादेश	पोर्टलैंड पोजोलाना सीमेंट भाग 1 प्लाई-एश आधारित	आईएस 1489	:01	1991	
71.	4021331	02/05/2011	एसोसिएटिड सिएट केलानी रेडियल्स (प्रा) लि., पोस्ट बॉक्स 53, नुनामुगोडा, केलानिया, श्रीलंका	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633		2005	

1	2	3	4	5	6	7	8	9
72.	4021432	29/04/2011	शेनडॉंग लिंगलॉग टायर कं. लि., न. 777, जिंगलॉग रोड, झाओयुआन सिटी, शेनडॉंग प्रोविन्स, चीन 265406	स्वचालित वाहन -व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636			2005
73.	4021533	02/05/2011	हेन्चुक टायर क., 433, माईऑगम-रि, जेवोन-दु, कोरिया, जेउमसन, चुनोहेऑगनम-दु, कोरिया साउथ कोरिया	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
74.	4021634	13/04/2011	हेन्चुक टायर क. 433, माईऑगम-रि, जेवोन-दु, कोरिया, जेउमसन, चुनोहेऑगनम-दु, कोरिया साउथ कोरिया	स्वचालित वाहन -व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
75.	4021735	04/05/2011	तिआनजिन किंग्स ग्लोरी टायर क.लि., दलिऊ तन, यांग लिउ विवंग टाडन, XI विवंग डिस्ट्रिक्ट तिआनजिन चीन	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
76.	4021836	21/04/2011	ब्रिजस्टेन कापोरेशन होफु प्लांट 100, हामाकाता, होफु-शि, यामागुची- केन, 747-0833 जापान	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
77.	4021937	21/03/2011	शेनडॉंग लिंगलॉग टायर कं. लि., न. 777, जिंगलॉग रोड, झाओयुआन सिटी, शेनडॉंग प्रोविन्स चीन 265406	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
78.	4022030	10/05/2011	हेंगज्ञाइ झाँगसी रबड़ क. लि. हेड्चाओ रोड, हेंगज्ञाइ चीन 310008	स्वचालित वाहन -व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636			2005
79.	4022131	09/05/2011	शेनडॉंग जिन्यु टायर कं. लि., नं. 260 विवंगकेन रोड, दवांग चीन,	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
80.	4022232	04/05/2011	ब्रिजस्टेन कापोरेशन नासू प्लांट 3-1, हिंगांशियमाटो-चो, पहिया मोटर वाहनों के लिए हवा नासूशिओबारा-शि, टेचिगी-केन, 325 0041, नासूशिओबारा-शि,- जापान	स्वचालित वाहन -दो और तीन भरे टायर्स।	आईएस 15627			2005

1	2	3	4	5	6	7	8	9
81.	4022333	07/02/2011	चार्ट इंस 201, सेवन्थ स्ट्रीट एन डब्ल्यू, द्रव नाइट्रोजन आधान न्यू प्राग एमउन 56071 1000 यूनाइटेड स्टेट्स	50 लीटर तक की क्षमता के	आईएस 11522			2008
82.	4022434	30/05/2011	गरीबवाल सीमेंट लि., डिस्ट्रिक्ट चकवाल, इस्माइलवाल पाकिस्तान	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 8112			1989
83.	4022535	20/05/2011	मैक्सिस इंटरनेशनल (थाइलैंड) कं.लि., इस्टर्न सीबोर्ड इंडस्ट्रियल इस्टेट, 300/1मू1, टासिथ थाइलैंड	स्वचालित वाहन -व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636			2005
84.	4022636	20/05/2011	मैक्सिस इंटरनेशनल (थाइलैंड) कं.लि., इस्टर्न सीबोर्ड इंडस्ट्रियल इस्टेट, डायगोनल और रेडियल प्लाई 300/1मू1, टासिथ थाइलैंड	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
85.	4022737	08/06/2011	शेनडॉग चॅंगफेना टायर्स कं. लि., डवांग इक्नोमिक डवलपमेंट ज़ोन, डोंगयिंग, शेनडोग, चीन	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
86.	4022838	30/05/2011	मदीना सीमेंट इंडस्ट्रीज लि., मेघना घाट, सोनारगांव, नारायणगंज, बांगलादेश	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 8112			1989
87.	4022939	16/06/2011	किंवंगडाओं येलोसी रबड़ कं. लि., 1 कांगन रोड , किंवंगडाओं,चीन	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
88.	4023032	13/06/2011	मदीना सीमेंट इंडस्ट्रीज लि., मेघना घाट, सोनारगांव, नारायणगंज, बांगलादेश	पोर्टलैंड पोजोलाना सीमेंट भाग 1 प्लाई-एश आधारित	आईएस 1489 01			1991
89.	4023133	18/05/2011	मेघना सीमेंट मिल्स लि., मौग्ला पोट 1/ए, प्लॉट नं. ट 1-3, मौग्ला, बागरत, दाका, बांगलादेश	43, ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 8112:			1989
90.	4023234	04/07/2011	शेनडॉग हॉक इंटरनेशनल रबड़ इंडस्ट्री कं.लि., फोइनिया इंडस्ट्री पार्क, इकोनोमी डवलपमेंट जोन, लेइझोउसिटी, शेनडॉग प्रोविन्स, पी.आर. चीन	स्वचालित वाहन -व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636			2005

1	2	3	4	5	6	7	8	9
91.	4023335	04/07/2011	शेनडॉंग चिनबाओ टायर ग्रुप कं.लि., टाइटौ इंडस्ट्री ज़ोन, शउग्वांग, शेनडॉंग, चीन 262725	स्वचालित वाहन -व्यावसायिक वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15636	2005		
92.	4023436	02/06/2011	एसोसिएटिड मोटरवेज (प्राइवेट) लिमिटेड, नगोदा कलुतरा श्रीलंका	स्वचालित वाहन -दो और तीन पहिया मोटर वाहनों के लिए हवा भरे टायर्स	आईएस 15627	2005		
93.	4023537	16/06/2011	डॉंग अह टायर एंड रबड क.लि., 90, युसान-डॉंग, यांगसन, केन्योनानम, साउथ कोरिया	स्वचलन वाहन -याथवीय टायरों के लिए ट्यूब	आईएस 13098	2012		
94.	4023638	04/07/2011	हैन्कुक टायर क. लि. #100, मोक्सांग-डॉंग, डाइडोक-जु, डायजेआन, कोरिया, साउथ कोरिया	स्वचालित वाहन -व्यावसायिक वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15636	2005		
95.	4023739	07/06/2011	पिरेली टायर क.लि. HIXIH इंडस्ट्रियल पार्क, यान्ज्ञोउ, शेनडॉंग, चीन-272100	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15633	2005		
96.	4023840	10/06/2011	एस.सी. फिरेली टायर्स रोमानिया एस.आर.एल., स्ट्रीट ड्रानेस्टी, एनआर, 35, 230150 स्लाटिना, ओल्ट रोमानिया, रोमानिया	स्वचलित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15633	2005		
97.	4023941	13/06/2011	शिफेंग जुकिसंग टायर क.लि., न. 1, हुइकिसन रोड, गओटेंग काउंटी, शेनडॉंग प्रोविन्स, चीन	स्वचालित वाहन -व्यावसायिक वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15636	2005		
98.	4024034	04/07/2011	जिंगयुआन टायर ग्रुप क. लि., जिंगसुइ इंडस्ट्रियल ज़ोन, गुआंगराओ, डॉंगयिंग, शेनडॉंग प्रौद्योगिकी चीन 257336	स्वचलित वाहन -व्यावसायिक वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15636	2005		
99.	4024135	04/07/2011	चैंग शिन रबड इंड क. लि., नं. 215, मीई-कोंग रोड, ता-सुन चैंग- ह्वा, ताइवान (आर.ओ.सी.)	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15633	2005		
100.	4024236	18/07/2011	कॉन्टिनेन्टल मेटाडोर रबड एस.आर.ओ., टी वानसोवेज 1054/45, पुकोव, स्लोवाकिया 02001	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स-डायगोनल और रेडियल प्लाई	आईएस 15633	2005		

1	2	3	4	5	6	7	8	9
101.	4024337	28/07/2011	पी.टी. इंटरनेशनल केमिकल इंडस्ट्री, जे.एल. डान मोगोट किमी 11, सेनगकरेंग जकार्ता इंडोनेशिया	बहु-उद्देशीय शुष्क वैटरी	आईएस 8144:			1997
102.	4024438	10/06/2011	क्विंगडाओ थेलोसी रबड़ क. लि., 1 कांगन रोड क्विंगडाओ, चीन	स्वचालित वाहन -व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636			2005
103.	4024539	04/07/2011	मिशलीन पोल्सका स्पोल्का अकेजना युआई लिओन्हाडर, 9 ओलिजन वार्मिस्को- माजुस्कि, पोलैंड-10454	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
104.	4024640	25/08/2011	कॉन्ट्रिनेन्टल मबोर इंडस्ट्रिया डि न्यास एस.ए., रुआ अडिनोलेटिओ 330, अपार्टमेंट 5.028 इएल, लोसाडो पुर्तगाल	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
105.	4024741	23/08/2011	नान्केंग( झांगजिआंग प्रशी ट्रेड जोन ) रबड़ इंडस्ट्रियल क. लि., शंघाई रोड, झांगजिआंग प्रशी जोन, जिनासु प्रोविन्स, चीन	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
106.	4024842	07/09/2011	क्विंगडाओ जियिंगमेन डबल केमल टायर क.लि., डोनटी विलेज, जिफु यउन चेंगयांग डिस्ट्रिक्ट, क्विंगडाओ सिटी शेनडोंग प्रोविन्स, चीन	स्वचालित वाहन -वायवीय टायरों के लिए द्यूब	आईएस 13098			2012
107.	4024943	07/09/2011	कॉन्ट्रिनेन्टल ऑटोमोटिव प्रोडक्ट्स एसआरएल, अवराम इमब्रोन 9 300129 तिमिसोरा, रोमानिया	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
108.	4025036	15/09/2011	बारूम कॉन्ट्रिनेन्टल स्पोल. एस.आर.ओ., ओब्जीडना 1628, ओट्रोकोवाइस, डिस्ट्रिक्ट झालिन चेक रिपब्लिक-76531	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633			2005
109.	4025137	26/09/2011	डबल कोइन होलिंडास लि., 2613 जिआन चुआन रोड, शंघाई,चीन	स्वचालित वाहन-व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636			2005
110.	4025238	13/09/2011	फौजी सीमेंट क. लि., नियर विलेज झांग बहातर, फतेह गंज, अटक, पाकिस्तान	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 8112:			1989

1	2	3	4	5	6	7	8	9
111.	4025339	07/10/2011	कॉन्ट्रिनेन्टल टायर्स एस. ए. केडले स्ट्रीट, न्यू ब्रिटन वेस्ट, वाहनों के लिए हवा भरे टायर्स- पोर्ट एलिजाबेथ 6001 अंडमान डायगोनल और रेडियल प्लाई साउथ अफ्रिका	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
112.	4025440	15/09/2011	साउथ चाइना टायर एंड रबड़ क.लि., डॉग हुआन रोड, शिकीआओ, पन्यू गुआनझोउ, पी.आर.चीन	स्वचालित वाहन -यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
113.	4025541	12/09/2011	हेन्कुक टायर क.लि., # 100 मोकसंग-डॉग, डायडओक-जु डायजिओन, कोरिया, साउथ कोरिया	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
114.	4025642	12/10/2011	नेक्सन टायर कारपोरेशन, जिआनशान रोड, लाइक्सी डिस्ट्रिक्ट, किंगडमो, चीन	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
115.	4025743	18/10/2011	कॉन्ट्रिनेन्टल रिफेन डचलैंड जीएमबीएच, फिलिप्पस स्ट्रीट 15, डी-52068 आचेन 52068 जर्मनी	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
116.	4025844	23/09/2011	थाइ ब्रिजेस्ट्रेन कं. लि. (रेंजिट फैक्ट्री) 14/3, किमी.33, फाहेलिअथिन रोड, क्लॉग 1, क्लॉग लुआंग, पटुमधानी 12120 थाइलैंड	स्वचल वाहन-वायवीय टायरों के लिए ट्यूब	आईएस 13098		2012	
117.	4025945	18/10/2011	आइट्रोन फ्रॉस, जैड 1 डि कासिसनेडइल एवेन्यू, वर्ग 1 और 2 डिस टेम्पस मॉर्डर्स 86360 कासिसनेडइल डु पोइटे सीडैक्स-फ्रांस, फ्रांस	ए सी स्थेतिक घन्या मीटर, वाहनों के लिए हवा भरे टायर्स डायगोनल और रेडियल प्लाई	आईएस 13779		1999	
118.	4026038	12/10/2011	किंगडमो नेक्सन टायर कारपोरेशन जिआनशान रोड, लाइक्सी डिस्ट्रिक्ट, किंगडमो, चीन	स्वचालित वाहन-व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636		2005	
119.	4026139	02/11/2011	कुहो टायर (वियतनाम) क.लि., डी-3 सीएन, माई फौक 3 इंडस्ट्रियल पार्क, बेन केट डिस्ट्रिक्ट, बिह दुआंग प्रोविन्स, वियतनाम	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633		2005	

1	2	3	4	5	6	7	8	9
120.	4026240	10/10/2011	सिथाम टायर फ्रापार्डेंग कं.लि., स्वचल वाहन-वायवीय टायरों फ्रापार्डेंग, थाइलैंड 32, मू. 2, पूकाओसमिंगप्रई रोड समुत्प्रकर्न समर्ग क्लांग फ्रापार्डेंग थाइलैंड-10130	के लिए दयूब	आईएस 13098	2012		
121.	4026341	20/10/2011	हैनज़ोउ झोन्सासी रबड़ कं.लि., स्वचालित वाहन-यात्री कार नं. 1, हइचाओं रोड, वांगजिआनमेन्वई हैनज़ोउ झिजिअंग, हैनज़ोउ, चीन	वाहनों के लिए हवा भरे टायर्स डायगोनल और रेडियल प्लाई	आईएस 15633	2005		
122.	4026442	09/11/2011	कॉन्ट्रिनेन्टल रिफेन डचलैंड जीएमबीएच कॉन्ट्रिनेन्टल 3-5, 34497 कोरबेक-जर्मनी	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स डायगोनल और रेडियल प्लाई	आईएस 15633	2005		
123.	4026543	31/10/2011	शेनडॉंग बिनानी रोंगन सीमेंट कं.लि., फुजिआनझुंग विलेज, डोंगवान टाउन, जु काउंटी रिझाओ सिटी, शेनडॉंग प्रोविन्स पीआर ऑफ चीन चीन	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 8112:	1989		
124.	4026644	31/10/2011	शेनडॉंग बिनानी रोंगन सीमेंट कं.लि., फुजिआनझुंग विलेज, डोंगवान टाउन, काउंटी रिझाओ सिटी, शेनडॉंग प्रोविन्स पीआर ऑफ चीन चीन	33 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 269	1989		
125.	4026745	25/10/2011	आइट्रोन मीटिंग सॉल्युशन्स यू के लि., लैंगर रोड, फेलिक्सटोव सफ्फोक, आईपी 11 2ई आर यूनाइटेड किंगडम	ए सी स्थेतिक घन्या मीटर, वर्ग 1 और 2	आईएस 13779	1999		
126.	4026846	29/11/2011	पीटी इलानापरडाना टायर इंडस्ट्री, जे 1 इलाना डेसा सुकहाटी, साइटेटरप बोगर 16810, जाबा भारत इंडोनेशिया	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633	2005		
127.	4026947	12/12/2011	एलकैन्डरिया टायर कं.(एस.ए.ई.), 10 मिडान एल-मिस्सह-ईडोकी, साइरो इजिप्ट	स्वचालित वाहन-व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636	2005		
128.	4027040	09/01/2012	बीएसआरएम स्टील लिमिटेड, अली मैंसन, 1173/1207, सदरधाट रोड, चिटांगव, बांगलादेश	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विस्थापित इस्पात के सरिए और तार	आईएस 1786:	2008		

1	2	3	4	5	6	7	8	9
129.	4027141	18/01/2012	निष्पों स्टील कारपोरेशन इलैक्ट्रिकल स्टील शीट डिवीज़न फ्लट प्रोडक्ट्स डिवीज़न निष्पों स्टील कारपोरेशन, 6-1 मरुनौची 2-कोम चियोदा, टोक्यो जापान	कण दिशात्मक विद्युत इस्पात की चर्दें एवं पत्तियाँ स्वचल वाहन-वायवीय टायरों के लिए दर्यूब	आईएस 3024:	2006		
130.	4027242	27/01/2012	वेइहई तिउमसन रबड़ टायर कं.लि. नं.1, टेंगसेन रोड, हुआनशान रोड, फर्स्ट इंडस्ट्री पार्क, वेइहई इकोनोमिक एंड टेक्नालॉजी डेवलपमेंट ज़ोन, वेइहई, चीन 264 205	स्वचल वाहन-वायवीय टायरों के लिए दर्यूब	आईएस 13098	2012		
131.	4027343	19/01/2012	प्रीमियर सीमेंट मिल्स लिमिटेड, 43 ग्रेड साधारण पोर्टलैंड सीमेंट टी के भवन (4था तल) 13 कॉव्हन बाजार, ढाका, बांग्लादेश	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 8112:	1989		
132	4027444	19/01/2012	सेवन सर्कल (बांग्लादेश) लि., लैंड व्यू, 7वां तल, 28 गुलशन नॉर्थ सी/ए गुलशन 2, एवेन्यू ढाका, बांग्लादेश	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 8112:	1989		
133.	4027545	20/01/2012	थाइ ब्रिजस्टोन कं. लि. (रेंजिट फैक्टरी) 14/3, किमी. 33, फाहोलिओथिन रोड, क्लॉग ।, क्लॉग तुआंग, पटुमथानी 12120 थाइलैंड	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633	2005		
134.	4027646	27/02/2012	पीटी ब्रिजस्टोन टायर इंडोनेसिया कारपोरेशन- बेकासी प्लांट, जे1 राथा बेकासी 27 किमी., केल हारापान जाया बेकासी 17124 जाया भरत, इंडोनेसिया	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633	2005		
135.	4027747	14/03/2012	गुआनग्जाऊ बोलेक्स टायर लिमिटेड तन्बु हुआदू गुआनग्जाऊ पी आर चीन 510 828, चीन	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633	2005		
136.	4027848	13/02/2012	गुआनग्जाऊ बोलेक्स टायर लिमिटेड तन्बु हुआदू गुआनग्जाऊ पी आर चीन 510 828, चीन	स्वचालित वाहन-व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636	2005		

1	2	3	4	5	6	7	8	9
137.	4027949	29/02/2012	किंवंगडाओ जिंयिंगमेन डबल केमल टायर क. लि., डोनटी विलेज, जिफु टाउन चैंगयांग डिस्ट्रिक्ट, किंवंगडाओ सिटी शेनडोंग प्रोविन्स, चीन	स्वचालित वाहन-व्यावसायिक वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15636			2005
138.	4028042	20/02/2012	कुम्हो टायर कं. इंस. 555, सुचोन-डोंग ग्वांगसेन-जु, वाहनों के लिए हवा भरे टायर्स- ग्वांगजु, कोरिया साउथ कोरिया	स्वचालित वाहन-यात्री कार डायगोनल और रेडियल प्लाई	आईएस 15633			2005
139.	4028143	20/03/2012	शारजाह सीमेंट एंड इंडस्ट्रियल डबलपर्मेट कम्पनी, पी.ओ. बॉक्स 5419, शारजाह अबू दुबई, शाहजाह, यूनाइटेड अरब एमीरात	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 8112:			1989
140.	4028244	07/02/2012	आर्सेलर मित्तल एस्पाना, एस.ए. रेजिडेंसिया ला ग्राण्डा, 33418, गोजोन, अस्ट्रियास- एस्पाना स्पेन	मध्यम और अल्प ताप उपयोग के दाब पात्रों के लिए इस्पात स्लेटें	आईएस 2041			1995
141.	4028345	06/02/2012	आर्सेलर मित्तल एस्पाना, एस.ए. रेजिडेंसिया ला ग्राण्डा, 33418, गोजोन, अस्ट्रियास- एस्पाना, स्पेन	दाब पात्र एवं बॉयलर के लिए मध्यवर्ती और उच्च तापमान सेवाओं हेतु इस्पात की प्लेटें	आईएस 2002			1992
142.	4028446	03/01/2012	आर्सेलर मित्तल गलाटी, एस.ए. स्मार्डन स्ट्रीट नं. 1, गलाटी, रोमानिया-800698	दाब पात्र एवं बॉयलर के लिए मध्यवर्ती और उच्च तापमान सेवाओं हेतु इस्पात की प्लेटें	आईएस 2002			1992
143.	4028547	07/02/2012	आर्सेलर मित्तल ब्राजील एवी. ब्रिज इंडुअर्डों, गोम्प्स, 930 सेरा, ब्राजील	संरचना इस्पात (साधारण गुणता) के पुनर्वैल्लन के लिए कार्बन ढलवा इस्पात इंगट, बिलेट, ब्लूम एवं स्लैब	आईएस 2831:			2012
144.	4028648	13/02/2012	आर्सेलर मित्तल ब्राजील एवी. ब्रिज इंडुअर्डों, गोम्प्स, 930 सेरा, ब्राजील	सामान्य संरचना इस्पात हेतु पुनर्वैल्लन के लिए कार्बन ढलवा इस्पात इंगट, बिलेट, ब्लूम एवं स्लैब	आईएस 2830:			2012
145.	4028749	16/03/2012	पीटी पिजिअन इंडोनेसिया, जेएलएन राया सेरांग 68 किमी. मॉर्डन इंडस्ट्रियल इस्टेट, केब-4, सेरांग बाटेन-42186 इंडोनेसिया	प्लास्टिक फीडिंग बोतल घरेलू और समान विद्युत साधित्रों की सुरक्षा	आईएस 14625			1999
146.	4028850	11/04/2012	निन्बो शुअर्वई इलैक्ट्रिक एप्लायांसिस कं. लि., ईस्ट इंडस्ट्री एरिया, झौजिआन्ग टाउन, सिक्की सिटी, निन्बो 315324 चीन	भाग 2 विवरणात्मक अपेक्षाएं अनु. 3 विद्युत इस्तरी	आईएस 302:	02	03	2007

1	2	3	4	5	6	7	8	9
147.	4028951	12/03/2012	किंवंगडाओ जिंयिंगमेन डबल केमल टायर क. लि., डोन्टी विलेज जिफु टाउन चेंगयांग डिस्ट्रिक्ट, किंवंगडाओ सिटी शेनडॉग प्रोविन्स, चीन	स्वचालित वाहन-दो और तीन पहिया मोटर वाहनों के लिए हवा भरे टायर्स	आईएस 15627		2005	
148.	4029044	29/02/2012	गुडईयर मलेशिया बेर्हाँड लॉट 51, पेरसियरग सेलांगोर, कावासन पेरीडुस्ट्रीयन शाह अलम, सेकस्यान 15, 40200 शाह अलम, सेलांगोर, मलेशिया 40200	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
149.	4029145	26/03/2012	निष्पों स्टील कारपोरेशन इलैक्ट्रिकल स्टील शीट क्वालिटी कंट्रोल डिपार्टमेंट प्रॉडक्शन एंड टैक्नीकल डिवीजन हिरोहाटा वर्क्स निष्पों स्टील कारपोरेशन 1 फुजी-माची, हिरोहाटा जापान	चुम्बकीय सर्किट के लिए गैर दिशात्मक विद्युत इस्पात की चद्दरें एवं पत्तियां	आईएस 648:		2006	
150.	4029246	23/04/2012	सुमिटोमो रबड़ इंडस्ट्रीज लिं., 1-4 कोमे, शाइनसई-चो टोयोटा-शि आईची-केन 471-0837 टोयोटा, जापान	स्वचालित वाहन यात्री कार वाहनों के लिए हवा भरे टायर्स डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
151.	4029347	19/04/2012	एबॉट मेन्यूफेक्चरिंग सिंगापुर प्राइवेट लिमिटेड, 26 टॉस साउथ एवेन्यू सिंगापुर-637437	अनुसरित फार्मूला-अनुपूरक आहार	आईएस 15757		2007	
152.	4029448	03/05/2012	पाओनियर सीमेंट लि., पी.ओ. बॉक्स # 50, चेन्नई, जौहराबाद, डिस्ट्रिक्ट खुशाब, पंजाब इस्लामिक रिपब्लिक ऑफ पाकिस्तान, कराची पाकिस्तान	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 8112:		1989	
153.	4029650	12/06/2012	निष्पों स्टील कारपोरेशन इलैक्ट्रिकल स्टील शीट डिवीजन फ्लट प्रॉडक्ट्स डिवीजन निष्पों स्टील कारपोरेशन, 6-1 मर्लनौची 2-कोम चियोदा, टोक्यो जापान	चुम्बकीय सर्किट के लिए गैर- दिशात्मक विद्युत इस्पात की चद्दरें एवं पत्तियां	आईएस 648:		2006	

1	2	3	4	5	6	7	8	9
154.	4029852	20/06/2012	जबेल अली सीमेंट फैक्टरी, पी.ओ.बॉक्स 52995, प्लॉट नं. 599-745 जबेल अली इंड एरिया 2, अबुधाबी यूनाइटेड अरब अमीरात	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 8112:			1989
155.	4029953	02/07/2012	सिचुआन टायर एंड रबड क.लि., नं. 568, चुआनझियांग रोड, यांगमा टाउन, जिअनयांग सिटी, सिचुआन प्रोविन्स, पी आर चीन, चीन	स्वचालित वाहन—यात्री कार वाहनों के लिए हवा भरे टायर्स— डायगोनल और रेडियल प्लाई	आईएस 15633			2005
156.	4030029	12/07/2012	की टायर एंड रबड क.लि., 14/5, मू 2, चैमॉन्कोल सब-डिस्ट्रिक्ट मुआग, समुत्साकोत्र, थाइलैंड 74000	स्वचालित वाहन—यात्री कार वाहनों के लिए हवा भरे टायर्स— डायगोनल और रेडियल प्लाई	आईएस 15633			2005
157.	4030130	18/06/2012	निष्पों स्टील कारपोरेशन क्वालिटी कंट्रोल डिपार्टमेंट इलैक्ट्रिकल शीट मिल, योहाटा वर्क्स, निष्पों स्टील कारपोरेशन 1-1 तोबिहाटा-चु तोबाटा-कु-किटक्यूश् जापान	कण दिशात्मक विद्युत इस्पात की चदरें एवं पत्तियां	आईएस 3024:			2006
158.	4030231	17/07/2012	शेनडोंग योंगशेन रबड ग्रुप क.लि., नं 8 गुआंगकई रोड, दवांग रबड इंडस्ट्रियल ज़ोन, गुआनारउ सिटी, शेनडोंग चीन	स्वचालित वाहन—यात्री कार वाहनों के लिए हवा भरे टायर्स— डायगोनल और रेडियल प्लाई	आईएस 15633			2005
159.	4030332	17/07/2012	हुइज़ाउ गुपिया इलैक्ट्रिक एंड प्लास्टिक वर्क्स कं. लि., गुपिया इंडस्ट्रियल इस्टेट, डलोनग विलेज, झेन्लॉंग टाउन, हुइयांग काउंटी, हुइज़ाउ, गुआंगडोंग पी.आर. चीन	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए हवा भरे टायर्स— केबल	आईएस 694:			1990
160.	4030433	18/07/2012	हुइज़ाउ गुपिया इलैक्ट्रिक एंड प्लास्टिक वर्क्स कं. लि., गुपिया इंडस्ट्रियल इस्टेट, डलोनग विलेज, झेन्लॉंग टाउन, हुइयांग काउंटी, हुइज़ाउ, गुआंगडोंग पी.आर. चीन	250 वोल्ट तक की रेटिंग वोल्टता आईएस 1293: और 16 एम्पीयर तक की रेटिंग धारा के लिए प्लग सॉकेट आउटलेट	आईएस 1293:			2005

1	2	3	4	5	6	7	8	9
161.	4030635	24/08/2012	शेनडॉग योनार्टई केमिकल ग्रुप कं. लि., दवांग रबड इंडस्ट्री एरिया, गुआनगर, डॉग्यारिंग शेनडॉग, पी.आर. चीन, चीन	स्वचालित वाहन-यात्री कार वाहनों के लिए हवा भरे टायर्स- डायगोनल और रेडियल प्लाई	आईएस 15633		2005	
162.	4300638	31/01/2011	सुदर्शन ट्रेडिंग कं., वार्ड नं. 66, 5/7 बिलेज बदवई, बाईपास रोड करोड़, भोपाल इंडिया	कृषि प्रयोजनों (20 कि. वाट तक) के लिए एक समान गति वाले संपीडन प्रज्ञवलन (डीज़ल इंजनों) की कार्यकारिता अपेक्षाएं	आईएस 11170		1985	
163.	4300739	17/02/2011	सुदर्शन ट्रेडिंग कं., वार्ड नं. 66, 5/7 बिलेज बदवई बाईपास रोड करोड़, भोपाल इंडिया	कृषि प्रयोजनों के लिए साफ ठंडे, ताजे पानी के मोनोसेट पंप के इंजन	आईएस 11501		1986	

[सं. सी एम डी-1/13 : 11]

पी. के. गंभीर, वैज्ञानिक 'जी' एवं प्रधान (प्रमाण)

New Delhi, the 30th October, 2012

**S.O.3295.**—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

**SCHEDULE**

Sl. No.	Licences No.	Grant Date	Name & Address of Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	4014334	18/9/2009	SEZ Krompachy A.S. Hornadská I 053 42 Krompachy Andaman Slovakia, Slovakia	Electrical accessories-circuit breakers for over current protection for household and similar installations	IS 8828:			1996
2.	4014435	26/11/2009	Lhaki Cement GOMTU, BHUTAN Via-BIRPARA, JALPAIGURI WEST BENGAL SAMTSE GOMTU Bhutan	Portland slag cement	IS 455:			1989
3.	4014536	03/12/2009	Dyckerhoff A G Lienener Str 89 49525 Lengerich-Lengerich Germany	Oil-well cement	IS 8229:			1986
4.	4014637	02/02/2010	Nestle Bangladesh Ltd. Rajendrapur Cantonment Sreepur, Gazipur-1740 Dhaka	Milk-cereal based weaning foods-	IS 1656			1997

4012 95712-10

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
5.	4014738	16/02/2010	Chongqing Actaris Measurement Instrument Co. Ltd. No. 4, Dian Ce Cun, Guan Yingqiao, Jiangbei District, Chongqing, China P.R. 400020	Legal metrology-gas volume meters-part 2: diaphragm gas meters	IS 14439:	2		1998
6.	4014839	19/02/2010	The Siam Cement (Thung Sosng) Co. Ltd., 52 Moo 6, Teewang, Nakorn Si Thammarat Teewang Thailand	43 grade ordinary portland Cement	IS 8112			1989
7.	4014940	19/02/2010	The Siam Cement (Thung Song) Co. Ltd., 52 Moo 6 Teewang, Nakron Si Thammarat, Teewang Teewang Nakron Si Thammarat Thailand 80110	53 grade ordinary portland Cement	IS 12269:			1987
8.	4015033	05/03/2010	M/s Lafarge Cement UK Lafarge Special Cement Works lane, Barnstone, Nottingham, UK- NG 139JT Nottingham United Kingdom 139	Specification for sulphate resisting portland cement	IS 12330:			1988
9.	4015134	31/03/2010	Camera Baby Corporation No. 49, 4th Floor Sec 3, JEN-AJ Road Taipei Taiwan R.O.C.-10651	Plastics feeding bottles	IS 14625:			1999
10.	4015235	07/06/2010	NTS Steel Group Public Company Limited Shinawatra Tower 3 22nd Floor 1010 Viphavadi Rangsit Road Chatuchak, Bangkok Thailand 10900	High strength deformed steel bars and wires for concrete reinforcement	IS 1786:			2008
11.	4015336	07/06/2010	The Siam Construction Steel Company Limited I-23 Maptaphut Industrial Estate I-7 Road, Maptaphut-Rayong Thailand 21150	High strength deformed steel bars and wires for concrete reinforcement	IS 1786:			2008
12.	4015437	26/03/2010	Farling Industrial Co. Ltd. No. 158, Den Lee Rd Den Lee Village Hsien Hsi Hsiang Changhua Hsien Taiwan	Plastics feeding bottles	IS 14625:			1999
13.	4015538	05/04/2010	JFE Steel Corporation 2-3, Uchisaiwai-Cho 2-Chome Chiyoda-Ku, Tokyo, 100-0011-Japan	Grain oriented electrical steel sheets and strips	IS 3024:			2006

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
14.	4015639	01/04/2010	JFE Steel Corporation 2-3, Uchisaiwai-Cho- 2-Chome Chiyoda-Ku, Tokyo 100-0011 -Japan	Non-oriented electrical steel sheets and strips for magnetic circuits	IS 648:			2006
15.	4015740	21/06/2010	The Yokohama Rubber Co. Ltd., Mie Factory 1038 Takabuku, Misono-cho, Ise-shi, Mie-ken, 516-8530 Japan	Automotive vehicles- pneumatic tyres for commercial vehicles-diagonal and radial ply	IS 15636:			2005
16.	4015841	21/06/2010	The Yokohama Rubber Co. Ltd., Shinshiro Factory, 1 Furuyashiki, Noda-Aza, Shinshiro-shi, Aichi-ken, 441-1343-Shinshiroshi Japan	Automotive vehicles- pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633:			2005
17.	4015942	02/07/2010	The Yokohama Rubber Co. Ltd., 1038, Takabuku, Misono-cho, Ise-shi, Mie-Ken, 516-8530 Japan Japan	Automotive vehicles- pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633:			2005
18.	4016035	02/07/2010	The Yokohama Rubber Co. Ltd. 8-1, Minami- Futsuka-machi, Mishima-shi, Shizuoka-ken, 411-0832 Mishimashi Japan	Automotive vehicles- pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633:			2005
19.	4016136	15/06/2010	Hangzhou Lorum Electric & Cable Co. Ltd., 38 Second Jianshe Road, Xiaoshan Economic & Technical Development Zone, Hangzhou, Zhejiang China	PVC insulated cables for working voltages upto and including 1100 v	IS 694:			1990
20.	4016237	15/06/2010	Hangzhou Lorum Electric & Cable Co. Ltd., 38 Second Jianshe Road, Xiaoshan Economic & Technical Development Zone, China	Plugs and socket outlets of 250 volts and rated current up to 16 amperes	IS 1293:			2005
21.	4016338	12/07/2010	Yokohama Tire Philippines, INC Industrial Estate 5, Clark Freeport Zone Pampanga, Philippines 2023 Philippines	Automotive vehicles- pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633:			
22.	4016439	19/07/2010	M.I. Cement Factory Ltd., West Mukterpur Munshigonj Bangladesh Dhaka Bangladesh	Portland pozzolana cement part 1 flyash based	IS 1489:	01		1991

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
23.	4016540	20/07/2010	Bridgestone Corporation Amagi Plant 2011, Oda, Asakura, Fukuoka Prefecture 838-0051 Asakura Japan	Automotive vehicles- pneumatic tyres for commercial vehicles- diagonal and radial ply	IS 15636:		2005	
24.	4016641	26/07/2010	Nat Steel Holdings Pte. Ltd. 22 Tanjong Kling Road, Singapore 628048	High strength deformed steel bars and wires for concrete reinforcement	IS 1786:		2008	
25.	4016742	03/09/2010	Mainawati Steel Industries Pvt. Ltd., Ward No. 3, Duhabi-56707, Dist. Sunsari, Koshi Zone, Nepal	Steel tubes for structural purposes-	IS 1161:		1998	
26.	4016843	30/09/2010	Societa per Azioni Michelin Italiana Stabilimento di Cuneo Piazza R. Daubree 1, Cuneo, 12100 Italy	Automotive vehicles- tubes for pneumatic tyres-	IS 13098:		2012	
27.	4016944	27/09/2010	Ceat Kelani International Tyres (Pvt.) Ltd., P.O. 53, Nungamungoda, Kelaniya Sri Lanka	Automotive vehicles- pneumatic tyres for commercial vehicles- diagonal and radial ply	IS 15636:		2005	
28.	4017037	20/10/2010	Michelin Tyre Public Limited Company 190 Raceview Road, Ballymena, County Antrim Northern Ireland, BT 42 4 HZ Iceland	Automotive vehicles- pneumatic tyres for commercial vehicles-diagonal and radial ply	IS 15636:		2005	
29.	4017138	20/10/2010	Manufacture Francaise des Pneumatiques Michelin, Cholet Plant 16 Route de Toutlemonde cholet, France 49300 Cholet France	Automotive vehicles- pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633:		2005	
30.	4017239	22/10/2010	Siam Tyre Phrapradaeng Co. Ltd., 32, Moo 2, Poochoasamingprai Road, Samutprakarn, Samrong Klang, Phrapradaeng-10130, Samutprakarn Thailand	Automotive vehicles- pneumatic tyres for commercial vehicles - diagonal and radial ply-	IS 15636:		2005	
31.	4017340	01/11/2010	Goodyear (Thailand) Public Company Limited 50/9, Phaholyothin Rd Km 36, Klongluang, Pathumtani 12120 Pathumtani Thailand	Automotive vehicles- pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633 :		2005	
32.	4017441	01/11/2010	Siam Tyre Phrapradaeng Co. Ltd., 32, Moo 2, Poochoasamingprai Road, Samutprakarn-10130 Samrong Klang, Samutprakarn Thailand	Automotive vehicles - pneumatic tyres for two and three-wheeled motor vehicles -	IS 15627 :		2005	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
33.	4017542	01/11/2010	Bridgestone Taiwan Co. Ltd., No.1, Chuang Ching Road, Hsin Chu Ind Zone, Taiwan R.O.C. Taiwan	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633 :		2005	
34.	4017643	22/11/2010	Nestle Philippines Inc. KM 46 Brgy, Niugam Cabuyao Laguna Philippines - 4025 Philippines	Follow-up formula - complementary foods	IS 15757 :		2007	
35.	4017744	06/12/2010	Binani Cement Factory L.L.C. B-233, Jebel Ali Industrial Area-2, P.O. Box 37608, Dubai UAE Abu Dhabi Jebel Ali United Arab Emirates	53 grade ordinary Portland cement	IS 12269 :		1987	
36.	4017845	07/12/2010	Cooper Tire & Rubber Company 701, Lima Avenue Findlay, OH 45840 United States	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633 :		2005	
37.	4017946	14/12/2010	Turk Pirellilastikleri A.S. Turk pirellilastikleri A.S. Haci halim mah, Ankara CAD No. 269 Kartepe/Locaeli/Turkey Kocaeli, Turkey	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633 :		2005	
38.	4018039	14/12/2010	Turk Pirelli Lastikleri A.S. Turk Pirelli Lastikleri A.S. Haci Halim Mah. Ankara CAD No. 269 Kartepe/ Kocaeli/Turkey Kocaeli Turkey	Automotive vehicles - pneumatic tyres for commercial vehicles - diagonal and radial ply -	IS 15633 :		2005	
39.	4018140	10/12/2010	Thai Bridgestone Co. Ltd. (Nongkhae Factory) 75 Moo 2 Phatholyothin Rd (Km 82) Tambol Paitam, Amphur Nongkhae Thailand-18140	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633 :		2005	
40.	4018241	31/12/2010	Guangzhou Pearl River Rubber Tyre Limited Tanbu, Huadu Guangzhou, China	Automotive vehicles - pneumatic tyres for commercial vehicles - diagonal and radial ply -	IS 15636 :		2005	
41.	4018342	05/01/2010	Heidelberg Cement Bangladesh Ltd., Kanchpur Plant P.O. Jatramora, P.S.: Rupganj, Dist. Narayanganj, Dhaka, Bangladesh	Portland pozzolana cement part 1 flyash based	IS 1489 : 01		1991	
42.	4018443	12/01/2011	PT Good Year Indonesia TBK JL Pemuda No. 27, City Bogor, Distt. West JAVA Indonesia-16161 Indonesia	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633 :		2005	

4012 95/12-11

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
43.	4018544	25/11/2010	Bridgestone Tire Manufacturing (Thailand) Co. Ltd., 700/622 Moo 4 Tambol Bankao Amphur Panthong, Chonburi 20160 Thailand	Automotive vehicles - pneumatic tyres for commercial vehicles - diagonal and radial ply	IS 15636 :		2005	
44.	4018645	24/12/2010	Michelin Espana Portugal S.A. Fabrica de Aranda de Duero Avda. Luis Mateos s/n, Apartado 151 Aranda de Duero-09400 Spain	Automotive vehicles - pneumatic tyres for commercial vehicles - diagonal and radial ply	IS 15636 :		2005	
45.	4018746	09/12/2010	Unique Cement Industries Limited Meghnaghhat Sonargaon, Narayangong Dhaka Bangladesh	Portland pozzolana cement part 1 flyash based	IS 1489 : 01		1991	
46.	4018847	09/02/2011	Shandong Hengfeng Rubber and Plastic Co. I.td., Dawang, Economic Development Zone Dongying, Shandong China	Automotive vehicles- pneumatic tyres for commercial vehicles - diagonal and radial ply	IS 15636 :		2005	
47.	4018948	31/01/2011	Pirelli Deuteschland GmbH Hochster Strabe 48-60 D-64747 Breuberg Germany	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633 :		2005	
48.	4019041	20/12/2010	Nexen Tire Corporation 30-Yusan-dong, Yangsan-si Gyeongsangnamdo, Korea, South Korea	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633 :		2005	
49.	4019142	01/13/2011	Nestle Nederland b.v. Nestle Nunspeet Laan 110 8071 Je Nunspeet Nunspeet Netherlands	Infant milk substitute -	IS 14433 :		2007	
50.	4019243	07/02/2011	Michelin Reifenwerke Ag & Co KGaA: Werk KARLSRUHE Michelinstrasse 4-76185 KARLSRUHE Karlsruhe, Baden Wurtemberg Germany 76185 Germany	Automotive vehicles - pneumatic tyres for commercial vehicles - diagonal and radial ply	IS 15636 :		2005	
51.	4019344	17/02/2011	M.F.P. Michelin Jou les Tours 1, Rue Gutenberg, BP 424 Jou les Tours Indre et Loire-37304 France	Automotive vehicles - pneumatic tyres for commercial vehicles - diagonal and radial ply	IS 15636 :		2005	
52.	4019445	15/02/2011	Kenda Rubber (China) Co., Ltd., No. 2, Kunjia Road, Kunshan Economic Development Zone, Kunshan (Jiangsu) Jiangsu, Kunshan China	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply	IS 15633 :		2005	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
53.	4019546	09/02/2011	Qingdao Doublestar Tire Industrial Co Ltd., No. 106, Qingdao Road Jiaonan Development Zone Qingdao, China	Automotive vehicles - pneumatic tyres for commercial vehicles - diagonal and radial ply	IS 15636 :		2005	
54.	4019647	25/01/2011	Bridgestone Corporation Tochigi Plant 10, Kaminakano, Nasuhiobara-shi, Tochigi-ken, 329-3154 Nasu Shiobara-shi Japan	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply	IS 15633 :		2005	
55.	4019748	18/03/2011	Bridgestone Corporation Nasu Plant 3-1, Higashiyamato-cho, Nasuhiobara-shi, Tochigi-ken, 325-0041, Nasu Shiobara-shi Japan	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633 :		2005	
56.	4019849	12/01/2011	Kumho Tire Co. Inc. 145m Suhbong-Ri, Yib-Myun, Gokseong-Gun, Chollanam-Do, - South Korea	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply	IS 15633 :		2005	
57.	4019950	03/03/2011	Samuda Chemical Complex Ltd., TK Bhaban (2nd Floor) 13, Kawran Bazar, Dhaka, Bangladesh-1215	Bleaching powder, stable	IS 1065 :		1989	
58.	4020026	08/02/2011	Bridgestone Corporation Hikone Plant 211, Takamiya-cho, Hikone-shi, Shiga-Ken, 522-0201, Hikone-shi, Japan	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply	IS 15633 :		2005	
59.	4020127	07/02/2011	Bridgestone Corporation Tosu Plant 1000, Todoroki -machi, Tosu-shi, Saga-ken, 841-0061, Tosu-shi, Japan	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633 :		2005	
60.	4020228	09/03/2011	Manufacture Francaise des Pneumatiques Michelin ZI d'Aiguilly, Roanne France 42335 Cedex France	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply	IS 15633 :		2005	
61.	4020329	09/03/2011	Qingdao Doublestar Tire Industrial Co. Ltd., No. 221, Hanjiang Road, Shiyan City, Hubei Province, China	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply	IS 15633 :		2005	
62.	4020430	16/03/2011	Goodyear Dalian Tire Company Limited 25 Shiqiao Street, City Datian Distt. Shahekou, China	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply	IS 15633 :		2005	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
63.	4020531	21/03/2011	Pt. Multistrada Arah Sarana, Tbk, Jl. Raya Lemahabang Km. 58, 3 Desa, Karangsari, Kec. Cikarang Timur, Bekasi 17550, Jawa Barat, Cikarang Timur, Indonesia	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633 :		2005	
64.	4020632	24/03/2011	Shenyang Tripro Rubber Co. Ltd., Shenyang Tripro Rubber Co. Ltd., 36, No. 25 Road, Economy and Technology Development District, City Shenyang, Liao Ning Shenyang, China 110141, Shenyang	Automotive vehicles - tubes for pneumatic tyres -	IS 13098 :		2012	
65.	4020733	22/03/2011	Associated Ceat (Pvt.) Ltd., Asmot Factory, Nagoda Kalutara, Nagoda, Sri Lanka	Automotive vehicles - pneumatic tyres for commercial vehicles - diagonal and radial ply	IS 15636 :		2005	
66.	4020834	21/03/2011	Nexen Tire Corporation 30-Yusan-dong, Yangsan-si, Gyeongsangnamdo Korea, South Korea	Automotive vehicles- pneumatic tyres for commercial vehicles- diagonal and radial ply	IS 15636:		2005	
67.	4020935	21/03/2011	Bridgestone Corporation Tokyo Plant 3-1-1, Ogawahigashi-Cho, Kodaira-shi, Tokyo, 187-8531 Kodaira-shi, Japan	Automotive vehicles- pneumatic tyres for passenger car vehicles- diagonal and radial ply-	IS 15633:		2005	
68.	4021028	22/02/2011	Cheng Shin Rubber Ind. Co. Ltd. No. 215, Meei-Kong Road, Ta-Tsunm, Chang-Hwa, Taiwan R.O.C, Chang-Hwa, Taiwan	Automotive vehicles- pneumatic tyres for commercial vehicles- diagonal and radial ply	IS 15636 :		2005	
69.	4021129	17/02/2011	Sumitomo Rubber (Thailand) Co. Ltd., 7/232, Moo 6, Soi Pornprapa, Amata City, Industrial Estate, Tambol Mabyangporn Amphur Pluakdaeng Rayong 21140 Thailand	Automotive vehicles- pneumatic tyres for passenger car vehicles- diagonal and radial ply-	IS 15633 :		2005	
70.	4021230	04/04/2011	Olympic Cement Ltd. RUPATOLI, BARISAL, Barisal, Bangladesh	Portland pozzolana cement part I flyash based	IS 1489 :	01	1991	
71.	4021331	02/05/2011	Associated Ceat Kelani Radials (Pvt.) Ltd. Post Box 53, Nungamugoda, Kelaniya, Sri Lanka	Automotive vehicles - pneumatic tyres for passenger car vehicles- diagonal and radial ply-	IS 15633 :		2005	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
72.	4021432	29/04/2011	Shandong Linglong Tyre Co. Ltd., No. 777, Jinglong Road, Zhaoyuan City, Shandong Province, China-265406	Automotive vehicles - pneumatic tyres for commercial vehicles - diagonal and radial ply	IS 15636 :		2005	
73.	4021533	02/05/2011	Hankook Tire Co. Ltd., 433, Myeongam-ri, Jewn myeon, Geumsangun, Chungcheongnam-do, Korea, South Korea	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply	IS 15633 :		2005	
74.	4021634	13/04/2011	Hankook Tire Co., 433, Myeongam-ri, Jewn-myeon, Geumsangun, Chungcheongnam-do, Korea, Geumsan South Korea	Automotive vehicles- pneumatic tyres for commercial vehicles- diagonal and radial ply	IS 15636 :		2005	
75.	4021735	04/05/2011	Tianjin Kings Glory Tire Co. Ltd, Daliu Tan, Yang Liu Qing Town, XI Qing District, Tianjin China	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633 :		2005	
76.	4021836	21/04/2011	Bridgestone Corporation Hofu Plant 100, Hamakata, Hofu-shi, Yamaguchi-ken, 747-0833 Japan	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633 :		2005	
77.	4021937	21/03/2011	Shandong Linglong Tyre Co. Ltd., No. 777, Jinglong road, Zhaoyuan City Shandong Province, China	automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply-	IS 15633:		2005	
78.	4022030	10/05/2011	Hangzhou Zhongce Rubber Co. Ltd. Haichao Road Hangzhou, China-310008	Automotive vehicles - pneumatic tyres for commercial vehicles - diagonal and radial ply	IS 15636:		2005	
79.	4022131	09/05/2011	Shandong Jinyu Tire Co. Ltd., No. 260, Qingken Road, Dawang Guangrao, Shandong Dongying, Dongying, China	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply-	IS 15633:		2005	
80.	4022232	04/05/2011	Bridgestone Corporation Nasu Plant 3-1, Higashiyamato-cho, Nasushiobara-shi, Tochigi-ken, 325-0041, Nasu Shiobara-shi Japan	Automotive vehicles - pneumatic tyres for two and three-wheeled motor vehicles-	IS 15627:		2005	
81.	4022333	07/02/2011	CHART INC 201, Seventh Street NW New Prague, MN.56071 1000 United States	Liquid nitrogen vessels of capacity up to 50 litres	IS 11552:		2008	

4012G0712-12

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
82.	4022434	30/5/2011	Gharibwal Cement Ltd. District Chakwal Chakwal, Ismailwal Pakistan	43 grade ordinary portland cement	IS 8112:			1989
83.	4022535	20/05/2011	Maxxis International (Thailand) Co. Ltd., Eastern Seaboard Industrial Estate 300/1 Mool Tasith, Thailand	Automotive vehicles - pneumatic tyres for commercial vehicles-diagonal and radial ply	IS 15636:			2005
84.	4022636	20/05/2011	Maxxis International (Thailand) Co. Ltd., Eastern Seaboard Industrial Estate 300/1 Mool Tasith, Thailand	Automotive vehicles - pneumatic tyres for passenger car vehicles -diagonal and radial ply -	IS 15633:			2005
85.	4022737	08/06/2011	Shandong Changfeng Tyres Co. Ltd., Dawang Economic Development Zone Dongying, Shandong, China	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633:			2005
86.	4022838	30/05/2011	Madina Cement Industries Ltd., Meghna ghat, Sonargaon, Narayanganj, Bangladesh	43 grade ordinary portland cement	IS 8112:			1989
87.	4022939	16/06/2011	Qingdao Yellowsea Rubber Co. Ltd., 1 Cangan Road, Qindao, China	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply	IS 15633:			2005
88.	4023032	13/06/2011	Madina Cement Industries Ltd., Meghna Ghat, Sonargaon, Narayanganj, Bangladesh	Portland pozzolana cement part 1 flyash based	IS 1489:	01		1991
89.	4023133	18/05/2011	Meghna Cement Mills Ltd., Mongla Port I/A, Plot No. # 1-3, Mongla, Baghhat, Dhaka Bangladesh	43 grade ordinary portland cement	IS 8112:			1989
90.	4023234	04/07/2011	Shandong Hawk International Rubber Industry Co. Ltd., Phoenia Industry Park, Economy Developing Zone, Laizhou City, Shandong Prov., P.R. China, China	Automotive vehicles- pneumatic tyres for commercial vehicles-diagonal and radial ply	IS 15636:			2005
91.	4023335	04/07/2011	Shandong Yinbao Tyre Group Co. Ltd., Taitou Industry Zone, Shouguang, Shandong, China 262725, China	Automotive vehicles- pneumatic tyres for commercial vehicles-diagonal and radial ply	IS 15636:			2005
92.	4023436	02/06/2011	Associated Motorways (Private) Limited Nagoda, Kalutara, Sri Lanka	Automotive vehicles- pneumatic tyres for two and three-wheeled motor vehicles-	IS 15627:			2005

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
93.	4023537	16/06/2011	DONG AH TIRE & RUBBER CO. LTD. 90, Yuson-dong, Yangsan, Keyongnam South Korea	Automotive vehicles-tubes for pneumatic tyres-	IS 13098:			2012
94.	4023638	04/07/2011	Hankook Tyre Co. Ltd. # 100, Moksang-dong, Daedeok-gu, Daejeon, Korea Daejeon South Korea	Automotive vehicles pneumatic tyres for commercial vehicles-diagonal and radial ply -	IS 15636:			2005
95.	4023739	07/06/2011	Pirelli Tyre Co. Ltd., HIXIH Industrial Park, Yanzhou, Shan Dong, China 272100 China	Automotive vehicles-pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15636:			2005
96.	4023840	10/06/2011	S.C. Pirelli Tyres Romania S.R.L. Str. Draganesti, Nr. 35 230150 Slatina, Olt, Romania Romania	Automotive vehicles-pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15636:			2005
97.	4023941	13/06/2011	Shifeng Juxing Tyre Co. Ltd., No. 1, Huixin Road, Gaotang Country, Shandong Province, China	Automotive vehicles-pneumatic tyres for commercial vehicles-diagonal and radial ply -	IS 15636:			2005
98.	4024034	04/07/2011	Xingyuan Tyre Group Co. Ltd., Xishui Industrial Zone Guangrao, Dongying, Shandong Province, China 257336	Automotive vehicles-pneumatic tyres for commercial vehicles-diagonal and radial ply -	IS 15636:			2005
99.	4024135	04/07/2011	Cheng Shin Rubber Ind. Co. Ltd., No. 215, Meei-Kong Road, Ta-Tsunm Chang-Hwa Taiwan (R.O.C.)	Automotive vehicles-pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633:			2005
100.	4024236	18/07/2011	Continental Matador Rubber S.R.O. T Vansovej 1054/45 Puchov, Slovakia, Slovakia 02001	Automotive vehicles-pneumatic tyres for passenger car Vehicles-diagonal and radial ply-	IS 15633:			2005
101.	4024337	28/07/2011	P.T. International Chemical Industry JL. Daan Mogot KM 11 Cengkareng, Jakarta Indonesia-11710	Multipurpose dry batteries	IS 8144:			1997
102.	4024438	10/06/2011	Qingdao Yellowsea Rubber Co. Ltd. 1 Cangan Road, Qingdao, China	Automotive vehicles-pneumatic tyres for commercial vehicles-diagonal and radial ply	IS 15636:			2005
103.	4024539	04/07/2011	Michelin Polska Spolka Akcyjna U1. Leonharda, 9 Olsztyn Warmińsko-Mazurskie Poland 10454 Poland	Automotive vehicles-pneumatic tyres for passenger car vehicles—diagonal and radial ply-	IS 15633:			2005
104.	4024640	25/08/2011	Continental Mabor Industria de Pneus S.A. Rua Addino Leitao 330, Apartado 5.028 E1 Lousado Portugal, Portugal	Automotive vehicles-pneumatic tyres for passenger car vehicles—diagonal and radial ply-	IS 15633:			2005

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
105.	4024741	23/08/2011	Nankang (Zhangjiagang Free Trade Zone) Rubber Industrial Co. Ltd., Shanghai Road, Zhangjiagang Free Zone, Jingsu Province, China	Automotive vehicles-pneumatic tyres for passenger car vehicles—diagonal and radial ply-	IS 15633:		2005	
106.	4024842	07/09/2011	Qingdao Xiyingmen Double Camel Tyre Co. Ltd., Dongtic Village, XiFu Town, Chengyang District, Qingdao City, Shandong Province, China	Automotive vehicles-tubes for pneumatic tyres-	IS 13098:		2012	
107.	4024943	07/09/2011	Continental Automotive Products SRL, Avram Imbroane 9, 300129 Timisoara Romania	Automotive vehicles-pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633,		2005	
108.	4025036	15/09/2011	Barum continental Spol. S.R.O. Objizdna 1628 Otrokovice, Distt. Zlin Czech Republic 76531 Andaman Czech Republic	Automotive vehicles-pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633;		2005	
109.	4025137	26/09/2011	Double Coin Holdings Ltd. 2613 Jian Chuan Road, Shanghai China	Automotive vehicles-pneumatic tyres for commercial vehicles-diagonal and radial ply	IS 15636:		2005	
110.	4025238	13/09/2011	Fauji Cement Co. Ltd., Near Village Jhang Bahatar Patch Jang, Attock Pakistan	43 grade ordinary portland cement	IS 8112:		1989	
111.	4025339	07/10/2011	Continental Tyres S.A. Cadle Street, New Brighton West Port Elizabeth 6001 Andaman South Africa	Automotive vehicles-pneumatic tyres for passenger car vehicles -diagonal and radial ply-	IS 15633:		2005	
112.	4025440	15/09/2011	South China Tire & Rubber Co. Ltd., Dong Huan Road, Shiqiao, Panyu, Guangzhou, P.R. China-China	Automotive vehicles-pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633:		2005	
113.	4025541	12/09/2011	Hankook Tire Co. Ltd. #100, Moksang-dong, Daedeok-gu, Daejeon, Korea South Korea	Automotive vehicles-pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633:		2005	
114.	4025642	12/10/2011	Nexen Tire Corporation Jiangshan Road, LaiXi District, Qingdao china	Automotive vehicles-pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633:		2005	
115.	4025743	18/10/2011	Continental Reifen Deutschland GmbH Philips Str. 15 D-52068 Aachen 52068 Germany	Automotive vehicles-pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633:		2005	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
116.	4025844	23/09/2011	Thai Bridgestone Co., Ltd., (Rangsit Factory) 14/3, Km. 33, Phaholyothin Road, Klong 1, klong Luang, Patumthani 12120, Thailand	Automotive vehicles-tubes for pneumatic tyres-	IS 13098:			2012
117.	4025945	18/10/2011	Itron France ZL de Chasseneuil-Avenue des Temps Modernes 86360 Chasseneuil du Poitou Cedex -France	Ac static watthour meters, class 1 and 2-	IS 13779:			1999
118.	4026038	12/10/2011	Qingdao Nexen Tyre Corporation Jiangshan Road, Laixi district, Qingdao, China	Automotive vehicles-pneumatic tyres for commercial vehicles-diagonal and radial ply	IS 15636:			2005
119.	4026139	02/11/2011	Kumbo Tyre (Vietnam) Co. Ltd., D-3-CN, My Phuoc 3 Industrial Park, Ben Cat district, Binh Duong Province, Vietnam	Automotive vehicles-pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633			2005
120.	4026240	10/10/2011	Siam Tyre Phrapradaeng Co. Ltd., Phrapradaeng, Thailand 32, Moo 2, Poochaosamingprai Road, Samutprakarn, Samrong Klang Phrapradaeng Thailand-10130	Automotive vehicles-tubes for pneumatic tyres-	IS 13098:			2012
121.	4026341	20/10/2011	Hangzhou Zhongce Rubber Co. Ltd. No. 1, Haichao Road, Wangjiangmenwai, Hangzhou, Zhejiang, Hangzhou China	Automotive vehicles-pneumatic tyres for passenger car vehicles - diagonal and radial ply -	IS 15633:			2005
122.	4026442	09/11/2011	Continental Reifen Deutschland GmbH Continental Str. 3-5, 34497 Korbach - Germany	Automotive vehicles - pneumatic tyres for passenger car vehicles- diagonal and radial ply -	IS 15633:			2005
123.	4026543	31/10/2011	Shandong Binani Rongan Cement Co. Ltd., Fujiazung village, Dongguan Town, Ju County Rizhao city, Shandong Province PR of China -China	43 grade ordinary portland cement	IS 8112:			1989
124.	4026644	31/10/2011	Shandong Binani Rongan Cement Co.. Ltd. Fujiazung Village, Dongguan Town, Ju County Rizhao city, Shandong Province PR of China -China	33 grade ordinary portland cement	IS 269:			1989
125.	4026745	25/10/2011	Itron Metering Solution UK Ltd Langer Road Felixstowe, Suffolk IP11 2ER -United Kingdom	Ac static watthour meters, class 1 and 2-	IS 13779:			1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
126.	4026846	29/11/2011	Pt. Elangperdana Tyre Industry Jl. Elang, Desa Sukahati, Citureup, Bogor 16810 JAWA BARAT Indonesia-16810	Automotive vehicles- pneumatic tyres for passenger car vehicles - diagonal and radial ply	IS 15633:		2005	
127.	4026947	12/12/2011	Alexandria Tire Co. (S.A.E.) 10, Midan El-Messaha- ElDokky Cairo Egypt	Automotive vehicles- pneumatic tyres for commercial vehicles-diagonal and radial ply	IS 15636		2005	
128.	4027040	09/01/2012	BSRM Steel Limited Ali Mansion, 1173/1207, Sadarghat Road, Chittagong Bangladesh	High strength deformed steel bars and wires for concrete reinforcement	IS 1786:		2008	
129.	4027141	18/01/2012	Nippon Steel Corporation Electrical Steel Sheet Division Flat Products Division Nippon Steel Corporation 6-1 Marunouchi 2-Chome Chiyoda, Tokyo Japan	Grain oriented electrical steel sheets and strips	IS 3024:		2006	
130.	4027242	27/01/2012	Weihai Tiumsum Rubber Tire Co. Ltd., No. 1, Tengsen Road, Huanshan Road First industry Park, Weihai Economic and Technology Development Zone -Weihai China 264205	Automotive vehicles -tubes for pneumatic tyres	IS 13098:		2012	
131.	4027343	19/01/2012	Premier Cement Mills Limited T K Bhaban (4th floor) 13 Kawran Bazar Dhaka-1215 Bangladesh	43 grade ordinary portland cement	IS 8112:		1989	
132.	4027444	19/01/2012	Seven Circle (Bangladesh) Ltd. Land View, 7th floor, 28 Gulshan North C/A Gulshan 2, Avenue Dhaka Bangladesh-1212	43 grade ordinary portland cement	IS 8112:		1989	
133.	4027545	20/01/2012	Thai Bridgestone Co. Ltd. (Rangsit Factory) 14/3, Km. 33 Phaholyothin Rd., Klong 1, Klong Luang. Patumthani, 12120, Thailand	Automotive vehicles- pneumatic tyres for passenger car vehicles- diagonal and radial ply	IS 15633:		2005	
134.	4027646	27/02/2012	PT. Bridgestone Tire Indonesia Corporation- Bekasi Plant Jl. Raya Bekasi Km. 27, Kel Harapan Jaya Bekasi 17124, Jawa Barat Indonesia	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply	IS 15633:		2005	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
135.	4027747	14/03/2012	Guangzhou Bolex Tyre Limited Tanbu, Huadu, Guangzhou P. R. China-510828 Guangdong China	Automotive vehicles - pneumatic tyres for passenger car vehicles - diagonal and radial ply	IS 15633:		2005	
136.	4027848	13/02/2012	Guangzhou Bolex Tyre Limited Tanbu, Huadu, Guangzhou P.R. China-510828 Guangdong China	Automotive vehicles - pneumatic tyres for commercial vehicles-diagonal and radial ply	IS 15636:		2005	
137.	4027949	29/02/2012	Qingdao Xiyingmen Double Camel Tyre Co. Ltd., Dongtie Village, XiFu Town, Chengyang District, Qingdao City, Shandong Province, China	Automotive vehicles : pneumatic tyres for commercial vehicles-diagonal and radial ply	IS 15636:		2005	
138.	4028042	20/03/2012	Kumho Tire Co. Inc. 555, Sochon-dong, Gwangsan-gu, Gwangju, Korea-South Korea	Automotive vehicles - pneumatic tyres for passenger car vehicles- diagonal and radial ply	IS 15633 :		2005	
139.	4028143	20/03/2012	Shajah Cement & Industrial Development Company P.O. Box 5419, Sharjah Abu Dhabi, Sharjah United Arab Emirates	43 grade ordinary portland cement	IS 8112:		1989	
140.	4028244	07/02/2012	Arcelor Mittal Espana, S.A Residencia la Granda, 33418, Gozon, Asturias-Espana -Spain	Steel plates for pressure vessels used at moderate and low temperature	IS 2041 :		1995	
141.	4028345	06/02/2012	Arcelor Mittal Espana, S.A, Residencia la Granda, 33418, Gozon, Asturia, Espana -Spain	Steel plates for pressure vessels for intermediate & high temperature service including boilers	IS 2002:		1992	
142.	4028446	03/01/2012	Arcelor Mittal Galati S.A, Smardan Street, No. 1, Galati, Romania 800698	Steel plates for pressure vessels for intermediate & high temperature service including boilers	IS 2002:		1992	
143.	4028547	07/02/2012	Arcelor Mittal Brazil Av. Brig, Eduardo Gomes, 930, Serra, Brazil	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into low tensile Structural steel	IS 2831 :		2012	
144.	4028648	13/02/2012	Arcelor Mittal Brazil Av. Brig, Eduardo Gomes, 930, Serra, -Brazil	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	IS 2830 :		2012	
145.	4028749	16/03/2012	Pt. Pigion Indonesia JLN Raya Serang Km 68 Modern Industrial Estate Kave. 4 Serang Banten 42186 - Indonesia	Plastics feeding bottles	IS 14625 :		1999	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
146.	4028850	11/04/2012	Ningbo Shuaiwei Electric Appliance Co. Ltd. East Industry Area ZhouXiang Town, Cixi City Ningbo-315324 -China	Safety of household and similar electrical appliances: part 2 particular requirements, section 3 electric iron	IS 302 :	02	03	2007
147.	4028951	12/03/2012	Quingdao Xiyengmen Double Camel Tyre Co. Ltd. Dongtic Village, XiFu Town, Chengyang District, Qingdao City, Shandong Province, -China	Automotive vehicles - pneumatic tyres for two and three-wheeled motor vehicles	IS 15627 :			2005
148.	4029044	29/02/2012	Goodyear Malaysia Berhad Lot 51, Persiaran Selangor, Kawasan Perindustrian Shah Alam, Seksyen 15, 40200 Shah Alam, Selangor, Malaysia-40200	Automotive vehicles- pneumatic tyres for passenger car vehicles-diagonal and radial ply	IS 15633 :			2005
149.	4029145	26/03/2012	Nippon Steel Corporation Electrical Steel Sheet Quality Control Department Production and Technical Division Hirohata Works Nippon Steel Corporation 1 Fuji-machi, Hirohata -Japan	Non-oriented electrical steel sheets and strips for magnetic circuits	IS 648 :			2006
150.	4029246	23/04/2012	Sumitomo Rubber Industries Ltd. 1-4, Chome, Shinsei-cho, Toyota-shi, Aichi-ken, 471-0837 Japan Toyota	Automotive vehicles- pneumatic tyres for passenger car vehicles-diagonal and radial ply	IS 15633 :			2005
151.	4029347	19/04/2012	Abbott Manufacturing Singapore Private Limited 26 Tuas South Avenue 10 Singapore-637437	Follow-up formula-complementary foods	IS 15757 :			2007
152.	4029448	03/05/2012	Pioneer Cement Ltd. P.O. Box # 50, Chenki, Jauharabad, District, Khushab, Punjab Islamic Republic of Pakistan Karachi Pakistan	43 grade ordinary portland cement	IS 8112 :			1989
153.	4029650	12/06/2012	Nippon Steel Corporation Electrical Steel Sheet Division Flat Products Division Nippon Steel Corporation 6-1 Marumouchi 2-chome Chiyoda, Tokyo Japan	Non-oriented electrical steel sheets and strips for magnetic circuits	IS 648 :			2006
154.	4029852	20/06/2012	M/s Jabel Ali Cement Factory P.O. box 52995, Plot no. 599- 745 Jabel Ali Indl Area 2 Abu Dhabi United Arab Emirates	43 grade ordinary portland cement	IS 8112 :			1989

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
155.	4029953	02/07/2012	Sichuan Tyre & Rubber Co. Ltd., No. 568, Chaunxiang Road, Yangma Town, Jianyang City, Sichuan Province, PR China-China	Automotive vehicles-pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633 :		2005	
156.	4030029	12/07/2012	Vee Tyre and Rubber Co. Ltd. 14/5, Moo 2, Chaimongkol Sub-District Muang Samutsakorn Thailand-74000	Automotive vehicles - pneumatic tyres for passenger car vehicles-diagonal and radial ply -	IS 15633 :		2005	
157.	4030130	18/06/2012	Nippon Steel Corporation Quality Control Department Electrical Sheet Mill, Yohata Works Nippon Steel Corporation 1-1 Tobihata-chu, Tobata-ku-Kitayushu, Japan	Grain-oriented electrical steel sheets and strips	IS 3024 :		2006	
158.	4030231	17/07/2012	Shandong Yongsheng Rubber Group Co. Ltd., No. 8, Guangkai Road, Dawang Rubber Industrial Zone, Guangrao County, Dongying City, Shandong -China	Automotive vehicles-pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633 :		2005	
159.	4030332	19/07/2012	Huizhou Groupia Electric & Plastic Works Co. Ltd., Groupia Industrial Estate Dalong Village, Zhenlong Town Huiyang County Huizhou, Guangdong P.R.C.-China	PVC insulated cables for working voltages upto and including 110 ov	IS 694 :		1990	
160.	4030433	18/07/2012	Huizhou Groupia Electric & Plastic Works Co. Ltd., Groupia Industrial Estate Dalong Village, Zhenlong Town Huiyang County Huizhou, Guangdong P.R.C.-China	Plugs and socket outlets of 250 volts and rated current up to 16 amperes	IS 1293 :		2005	
161.	4030635	24/08/2012	Shandong Yongtai Chemical Group Co. Ltd., Dawang Rubber Industry Area, Guangrao, Dongying Shandong, P.R. China-China	Automotive vehicles-pneumatic tyres for passenger car vehicles-diagonal and radial ply-	IS 15633 :		2005	
162.	4300638	31/01/2011	Sudarshan Trading Co., Ward No. 66, 5/7 Village, Badwai Bypass Road Karod, Bhopal, India	Performance requirements for constant speed compression ignition (diesel) engines for agricultural purposes (up to 20 kw)	IS 11170 :		1985	
163.	4300739	17/02/2011	Sudarshan Trading Co., Ward No. 66, 5/7 Village Badwai Bypass Road, Karod-Bhopal, India	Engine monoset pumps for clear, cold, fresh water for agricultural purposes	IS 11501 :		1986	

4012 G/7/12-14

[No. CMD-1/13 : 11]  
P. K. GAMBHIR, Scientist 'G' & Chief(Certification)

## कोयला मंत्रालय

नई दिल्ली, 26 अक्टूबर, 2012

**का. आ.3296.—** केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का. आ. 1564 तारीख 24 अप्रैल, 2012, जो भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii) तारीख 5 मई, 2012 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट 87.646 हेक्टर (लगभग) या 216.57 एकड़ (लगभग) परिक्षेत्र की भूमि और उस पर के भू-सतह अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 87.646 हेक्टर (लगभग) या 216.57 एकड़ (लगभग) माप वाली भूमि के भू-सतह अधिकार अर्जित किए जाने चाहिए।

अतः अब उक्त अधिनियम की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 87.646 हेक्टर (लगभग) या 216.57 एकड़ (लगभग) माप वाली भूमि के भू-सतह अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/430 तारीख 11 जून, 2012 का निरीक्षण कलेक्टर, अनूपपुर (मध्य प्रदेश) के कार्यालय में या कोयला नियन्त्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफोल्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

## अनुसूची

कपिलधारा भूमिगत खदान, हसदेव क्षेत्र,

जिला-अनूपपुर (मध्य प्रदेश)

[रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/430 तारीख 11 जून 2012]

## भू-सतह अधिकार :

क्र. सं.	ग्राम का नाम	पटवारी हल्का संख्या	जनरल संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1.	परसापानी	20	586	कोतमा	अनूपपुर	12.338	भाग
2.	दलदल	20	428	कोतमा	अनूपपुर	75.308	भाग
कुल:-							87.646 हेक्टर (लगभग) या 216.57 एकड़ (लगभग)

1. ग्राम परसापानी (भाग) में अर्जित किए जाने वाले भू-खण्ड संख्या:

68(भाग), 69, 70, 71, 72, 73, 74

2. ग्राम दलदल (भाग) में अर्जित किए जाने वाले भू-खण्ड संख्या:  
47(भाग), 49 से 86, 224 से 243

## सीमा वर्णन:

क-ख रेखा ग्राम परसापानी में बिन्दु "क" से आरंभ होती है और प्लाट संख्या 68, 69, 72 के पश्चिमी सीमा से गुजरती हुई ग्राम परसापानी-दलदल के सम्मिलित सीमा में बिन्दु "ख" पर मिलती है।

ख-ग रेखा ग्राम दलदल के प्लाट संख्या 224, 227, 225, 226; 229, 230, 231, 232, 233, 234, 236, 237, 242, 71, 72, 73, 76, 83, 84, 85, 86, 47 के पश्चिमी

सीमा से गुजरती हुई ग्राम बिजुरी-दलदल के सम्मिलित सीमा में बिन्दु "ग" पर मिलती है।

ग-घ रेखा ग्राम दलदल के प्लाट संख्या 47, 85, 82, 50, 49, 52, 53, 54, 57, 58 के उत्तरी सीमाएं प्लाट संख्या 59, 243, 242 के पूर्वी सीमा से गुजरती हुई बिन्दु "घ" पर मिलती है।

घ-ड रेखा ग्राम दलदल के प्लाट संख्या 241, 240, 238, 229, 227, 228, 224 के पूर्वी सीमा से होती हुई बिन्दु "ड" पर मिलती है।

ड-क रेखा ग्राम परसापानी के प्लाट संख्या 73, 74, 70, 68 के पूर्वी सीमा से होती हुई आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/06/2011-पीआरआईडल्क्यू-I]

ए. के. दास, अवर सचिव

## MINISTRY OF COAL

New Delhi, the 26th October, 2012

**S.O.3296.**—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 1564 dated the 24th April, 2012, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 5th May, 2012, the Central Government gave notice of its intention to acquire 87.646 hectares (approximately) or 216.57 acres (approximately) land as Surface Rights in or over such lands specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after consulting the Government

of Madhya Pradesh, is satisfied that the lands measuring 87.646 hectares (approximately) or 216.57 acres (approximately) as Surface Rights in or over such lands as described in Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the said Act, the Central Government hereby declares that the land measuring 87.646 hectares (approximately) or 216.57 acres (approximately) as Surface Rights in or over such lands as described in the Schedule are hereby acquired.

The plan bearing number SECL/BSP/GM(PLG)/LAND/430 dated the 11th June, 2012 of the area covered by this notification may be inspected at the Office of the Collector, Anuppur (Madhya Pradesh) or at the office of the Coal Controller, 1 Council House Street, Kolkata-700001 or at the Office of the South Eastern Coalfield Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

## SCHEDULE

**Kapildhara U/G Mine, Hasdeo Area  
District-Anuppur (Madhya Pradesh)**

[Plan bearing number SECL/BSP/GM(PLG)/LAND/430 dated the 11th June, 2012]

Surface Rights :

Sr. No.	Name of village	Patwari halka number	General number	Tahsil	District	Area in hectares	Remarks
1.	Parsapani	20	586	Kotma	Anuppur	12.338	Part
2.	Daldal	20	428	Kotma	Anuppur	75.308	Part
Total— 87.646 hectares (approximately) or 216.57 acres (approximately)							

1. Plot numbers to be acquired in village Parsapani (Part):  
68(P), 69, 70, 71, 72, 73, 74
2. Plot numbers to be acquired in village Daldal (Part):  
47(P), 49 to 86, 224 to 243

'C' on the common boundary of villages Bijuri-Daldal.

C-D Line passes in village Daldal along Northern boundary of plot number 47, 85, 82, 50, 49, 52, 53, 54, 57, 58, Eastern boundary of plot number 59, 243, 242 and meets at point 'D'.

D-E Line passes in village Daldal along Eastern boundary of plot number 241, 240, 238, 229, 227, 228, 224 and meets at point 'E'.

E-A Line passes in village Parsapani along Eastern boundary of plot number 73, 74, 70, 68 and meets at starting point 'A'.

## Boundary Description:

A-B Line starts from point 'A' in village Parsapani and passes along Western boundary of plot number 68, 69, 72 and meets at point 'B' on the common boundary of villages Parsapani-Daldal.

B-C Line passes in village Daldal along Western boundary of plot number 224, 227, 225, 226, 229, 230, 231, 232, 233, 234, 236, 237, 242, 71, 72, 73, 76, 83, 84, 85, 86, 47 and meets at point

[F.No. 43015/06/2011-PRIW-I]

A. K. DAS, Under Secy.

नई दिल्ली, 30 अक्टूबर, 2012

का. आ.3297.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास), अधिनियम, 1957 (1957 का 20), (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन भारत सरकार के कोयला मंत्रालय द्वारा जारी की गई अधिसूचना संख्यांक का. आ. 2993 तारीख 18 अक्टूबर, 2011 जो भारत सरकार के राजपत्र, भाग II, खंड 3, उपखंड (ii)] तारीख 22 अक्टूबर, 2011 में प्रकाशित की गई थी, उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 1521.78 एकड़ (लगभग) या 615.85 हेक्टर (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी।

और, केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त भूमि के भाग में कोयला अभिप्राप्य है।

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में यथा वर्णित 1482.713 एकड़ (लगभग) या 600.045 हेक्टर (लगभग) या माप वाली उक्त भूमि के सभी अधिकारों को अर्जन करने के अपने आशय की सूचना देती है।

1. इस अधिसूचना के अंतर्गत आने वाले रेखांक संख्यांक एमसीएल/एसबीपी (एल/आर एंड आर)/कलिंगा ईस्ट/12/01, तारीख 18 अगस्त, 2012 का निरीक्षण, कलेक्टर, अंगुल (ओडिशा) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता के कार्यालय में या महानदी कोलफिल्ड्स लिमिटेड (महाप्रबंधक, भूमि/पुनर्वास और पुनर्स्थापन विभाग), जागृति विहार, पोस्ट-जागृति विहार, बुर्ला, जिला संबलपुर (ओडिशा) के कार्यालय में किया जा सकता है।
2. उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं:-

“8(1) अर्जन की बाबत आपत्ति.—किसी ऐसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना जारी की गई है, हितबद्ध कोई व्यक्ति, अधिसूचना के जारी किए जाने से तीस दिन के भीतर संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

**स्पष्टीकरण**.—इस धारा को अर्थात् यह आपत्ति नहीं मानी जायेगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिये स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जायेगी और सक्षम अधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझे, या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट देगा या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशें और उसके द्वारा की गई कार्यवाहियों के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विविध चयन के लिये देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जायेगा जो, यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते तो प्रतिकर में हित का दावा करने का हकदार होता।”

**टिप्पणि**: केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 को अधिसूचना संख्यांक का. आ. 2015 तारीख 10 जुलाई, 1995 द्वारा उक्त अधिनियम के अधीन सक्षम अधिकारी नियुक्त किया है।

### अनुसूची

#### महानदी कोलफिल्ड्स लिमिटेड

कलिंगा पूर्व ब्लॉक, भरतपुर विस्तार ओ.सी.पी., तालचेर  
जिला-अंगुल (ओडिशा)

[रेखांक संख्यांक एमसीएल/एसबीपी (एल/आर एंड आर)/कलिंगा ईस्ट/12/01, तारीख 18 अगस्त, 2012]

#### सभी अधिकार:

क्र. सं.	ग्राम का नाम	पुलिस स्टेशन और संख्या	ग्राम सं.	तहसील/ उप-खंड	जिला	भूमि का वर्गीकरण (एकड़ में)				क्षेत्र (एकड़ में)	टिप्पणी
						वन	सरकारी गैर-वन	काश्त- कारी	वन		
1	2	3	4	5	6	7	8	9	10	11	
1.	नकईपासी	कोलियरी-23	274	तालचेर	अंगुल	16.64	124.47	354.63	495.74		भाग
2.	सत्यनादीपुर	कोलियरी-20	286	तालचेर	अंगुल	2.51	21.24	50.23	73.98		पूर्ण
3.	निलानीपुर	कोलियरी-22	283	तालचेर	अंगुल	2.04	7.82	24.77	34.63		पूर्ण

1	2	3	4	5	6	7	8	9	10	11
4.	तिलेइपसी	कोलियरी-21	285	तालचेर	अंगुल	37.31	85.04	118.223	240.573	पूर्ण
5.	खजुरिया	तालचेर-66	284	तालचेर	अंगुल	55.98	58.43	89.01	203.42	पूर्ण
6.	किशोरचन्द्र पुर	तालचेर-68	281	तालचेर	अंगुल	0.00	11.87	92.27	104.14	पूर्ण
7.	सरांग	तालचेर-67	282	तालचेर	अंगुल	47.06	74.72	125.09	246.87	पूर्ण
8.	जोरामाडिया	तालचेर-69	279	तालचेर	अंगुल	0.00	10.62	64.94	75.56	भाग
9.	कंधबेरीनी	तालचेर-65	295	तालचेर	अंगुल	7.80	0.00	0.00	7.80	भाग
योग:					169.34	394.21	919.163	1482.713		
1482.713 एकड़ (लगभग) या 600.45 हेक्टर (लगभग)										

नक्कईपासी ग्राम में अर्जित किए जाने वाले स्लाट संख्यांक :

1 से 193, 195 से 198, 200, 240 (भाग), 292, 293, 294 (भाग), 455, 456 (भाग), 457 से 550, 552 से 885, 911 से 1224, 1229 से 2440, 2442 से 2814, 86/2815, 648/2816, 40/2818, 1922/2819, 1438/2820, 1932/2821, 1339/2822, 532/2823, 1043/2826, 1043/2827, 927/2828, 826/2829, 485/2830, 1097/2831, 1097/2832, 1097/2833, 1097/2834, 2505/2835, 2321/2840, 1/2841, 1/2842, 10/2843, 119/2844, 1805/2845, 1/2846, 1263/2847, 1263/2848, 1263/2849, 1261/2850, 1261/2851, 1261/2852, 1261/2853, 1262/2854, 1262/2855, 2082/2856, 2083/2857, 558/2858, 1808/2859, 2285/2860, 2480/2861, 2480/2862, 2480/2863, 2483/2865, 2483/2866, 40/2878, 2647/2879, 2647/2880, 2647/2881, 2647/2882, 487/2884, 817/2885, 84/2886, 789/2887, 2431/2889, 2378/2890, 2381/2891, 2367/2892, 2364/2893, 2364/2894, 2256/2895, 2276/2896, 2267/2897, 2267/2898, 2277/2899, 2273/2900, 2273/2901, 2261/2902, 2723/2903, 2562/2904, 1581/2905, 2758/2906, 2758/2907, 2498/2908, 2498/2909, 2498/2910, 2498/2911, 2498/2912, 2498/2913, 2498/2914, 2497/2915, 2521/2916, 2521/2917, 2521/2918, 2521/2919, 2521/2920, 2521/2921, 2521/2922, 2521/2923, 2526/2924, 2647/2925, 2647/2926, 2647/2927, 11/2928, 855/2929, 855/2930, 808/2931, 1106/2932, 2487/2933, 1644/2934, 2812/2935, 1058/2936, 2060/2937, 2605/2938, 2425/2939, 292/2940, 2031/2941, 1081/2942, 2169/2943, 2169/2944, 1964/2945, 1095/2946, 1588/2947, 2169/2948, 486/2949, 406/2950, 614/2951, 623/2952, 2017/2953, 1188/2954, 1188/2955/1405/2956, 1973/2957, 1069/2958, 1403/2959, 1452/2960, 2077/2961, 2028/2962, 679/2964, 2765/2965, 930/2967, 2576/2975, 1531/2976, 1531/2977, 1531/2978, 2043/2979, 146/2980, 1038/2981, 107/2982, 107/2983, 107/2984, 107/2985, 107/2986, 1729/2987, 1729/2988, 2007/2989, 2790/2990, 1416/2991, 2805/2992, 82/2993, 120/2994, 918/2995, 964/2996, 1842/2997, 1947/2998, 2040/2999, 2800/3000, 2760/3001, 153/3004, 152/3005, 2931/3007, 2932/3008, 41/3009, 568/3010, 746/3011, 746/3012, 723/3013, 723/3014, 722/3015, 1275/3016, 1277/3017, 1045/3018, 1440/3019, 1545/3020, 1545/3021, 1549/3022, 1546/3023, 1541/3024, 1534/3025, 1534/3026, 1534/3027, 1534/3028, 1569/3029, 1569/3030, 1569/3031, 1569/3032, 1989/3033, 1989/3034, 2008/3035, 2607/3036, 2607/3037, 2607/3038, 2607/3039, 2607/

3040, 2251/3041, 1153/3042, 1507/3043, 1853/3044, 1853/3045, 1853/3046, 1853/3047, 1929/3049, 1929/3050, 920/3051, 920/3052, 920/3053, 1933/3054, 1933/3055, 1933/3056, 1934/3057, 1967/3058, 1667/3059, 1967/3060, 1967/3061, 1967/3062, 1967/3063, 1399/3064, 1649/3065, 1109/3066, 1109/3067, 1186/3068, 1186/3069, 92/3070, 92/3071, 92/3072, 92/3073, 783/3074, 783/3075, 661/3076, 2079//3077, 2080/3078, 476/3079, 1708/3080, 1649/3081, 1649/3082, 1949/3083, 1649/3084, 1649/3085, 1692/3086, 1662/3087, 1662/3088, 1662/3089, 1694/3090, 1694/3091, 1694/3092, 610/3093, 1426/3094, 2107/3095, 2134/3096, 2134/3097, 2134/3098, 2134/3099, 2134/3100, 2238/3101, 2238/3102, 2238/3103, 2238/3104, 2242/3105, 2241/3106, 2241/3107, 2250/3108, 2048/3109, 2048/3110, 2048/3111, 2248/3112, 2048/3113, 2049/3114, 1599/3115, 1600/3116, 1601/3117, 1602/3118, 1623/3119, 1323/3120, 1718/3121, 932/3122, 32/3123, 2245/3124, 2504/3125, 2503/3126, 1253/3127, 1499/3128, 1557/3129, 2548/3130, 1591/3131, 2602/3132, 23/3133, 23/3134, 106/3135, 106/3136, 106/3137, 1879/3138, 1879/3139, 2051/3140, 2051/3141, 2051/3142, 1878/3143, 1877/3144, 2580/3145, 2138/3147, 2739/3148, 2609/3149, 2486/3150, 2506/3151, 2416/3152, 1588/3153, 1959/3154, 1959/3155, 1160/3156, 1960/3157, 165/3158, 2051/3162, 2051/3163, 1860/3164, 1859/3165, 1859/3166, 1859/3167, 1859/3168, 1859/3169, 1859/3170, 1859/3171, 1859/3172, 2758/3173, 2693/3174, 1920/3175, 2026/3176, 2386/3177, 2386/3178, 2386/3179, 2389/3180, 34/3184, 2060/3186, 1292/3187, 1179/3188, 29/3189, 1501/3190, 1499/3191, 636/3192, 636/3193, 661/3194, 2336/3195, 1267/3196, 2036/3197, 40/3198, 743/3199, 1360/3200, 1909/3201, 1105/3203, 1105/3204, 64/3205, 1835/3206, 2187/3207, 2919/3208, 2623/3209, 777/3210, 2163/3211, 701/3213, 640/3214, 492/3215, 2497/3216, 2476/3217, 2534/3220, 1221/3221, 1242/3222, 1241/3223, 1215/3224, 1021/3225, 683/3227, 683/3228, 1622/3229, 1615/3230, 1244/3232, 2196/3233, 1244/3234, 1244/3235, 1232/3236, 1235/3237, 1237/3238, 1219/3240, 1904/3241, 1900/3242, 21/3244, 21/3245, 21/3246, 64/3247, 64/3248, 64/3249, 680/3250, 680/3251, 2277/3252, 2277/3253, 2277/3254, 2359/3255, 1998/3256, 1998/3257, 2482/3258, 1441/3259, 1441/3260, 749/3261, 2060/3262, 420/3263, 2751/3264, 2721/3265, 1008/3266, 1284/3267, 1284/3268, 1360/3269, 1547/3270, 1551/3271,

240/3272, 240/3273, 3052/3274, 2739/3275, 1074/3277, 1967/3063/3279, 912/3280, 1057/3281, 2739/3282, 2739/3283, 968/3284, 1087/3285, 2696/3286, 455/3287, 1592/3288, 3058/3289, 3063/3290, 1768/3291, 1648/3292, 1648/3293, 1768/3294, 2115/3294, 2189/3295, 1870/3296, 2184/3297, 2179/3298, 2180/3299, 1588/3300, 240/3301, 1588/3302, 1713/3303, 1588/3304, 1588/3305, 1588/3306, 2639/3307, 2644/3308, 1588/3309, 754/3310, 2644/3311, 1278/3312, 3/3313, 3/3314, 18/3315, 18/3316, 18/3317, 484/3320, 484/3321, 484/3322, 1589/3323, 1589/3324, 1589/3325, 2060/3326, 2060/3327, 2060/3328, 1607/3329, 1607/3330, 1774/3331, 1701/3332, 1698/3333, 1698/3334, 1261/3335, 1698/3336, 1785/3337, 1729/3338, 1891/3339, 1799/3340, 2440/3341, 2440/3342, 2440/3343, 2440/3344, 2440/3345, 2440/3346, 2440/3347, 2440/3348, 2440/3349, 2440/3350, 2481/3351, 1710/3352, 1757/3353, 1614/3354, 1219/3355, 1614/3356, 1750/3357, 2071/3358, 2071/3359, 2009/3365, 2027/3366, 2609/3367, 2007/3368, 2607/3369, 723/3370, 2482/3371, 2521/3372, 2421/3373, 2440/3374, 2440/3375, 484/3376, 1607/3377, 2416/3378, 2416/3379, 32/3380, 35/3381, 32/3382, 35/3383, 32/3384, 119/3385, 32/3386, 35/3387, 32/3388, 35/3389, 2440/3390, 2440/3391, 1588/3392, 722/3393, 2608/3394, 2416/3395, 2416/3396, 2416/3397, 2441/3398, 2441/3399, 2441/3400, 2441/3401, 2441/3402, 2441/3403, 2441/3404, 2441/3405, 1877/3406, 1878/3407, 1694/3408, 2085/3409, 1947/3410, 2484/3411, 2027/3412, 2609/3413, 2707/3414, 2009/3415, 2609/3416, 32/3417, 32/3418, 2441/3419, 2441/3420, 2441/3421, 2441/3422, 2071/3423, 2071/3424, 2440/3425, 2500/3426, 2171/3427, 2524/3428, 2524/3429, 2524/3430, 2171/3431, 2380/3432, 2380/3433, 2072/3434, 1847/3435, 2072/3436, 1607/3437, 484/3438, 1607/3439, 2112/3440, 2232/3441, 484/3442, 2232/3443, 2072/3444, 2072/3445, 2072/3446, 2524/3447, 2525/3448, 2525/3449, 2336/3450, 2336/3451, 2336/3452, 2336/3453, 2499/3454, 993/3455, 1857/3456, 967/3457, 2335/3458, 2335/3459, 2335/3460, 2335/3461, 2335/3462, 2335/3463, 1507/3464, 1588/3465, 1003/3466, 2483/3467, 925/3468, 925/3469, 1534/3472, 1534/3473, 1534/3474, 1534/3475, 1507/3476, 2113/3477, 2113/3478, 35/3479, 2112/3480, 2112/3481, 2060/3482, 1453/3483, 1857/3484, 1551/3485, 920/3486, 1928/3487, 920/3488, 1928/3489, 2060/3490, 2051/3491, 1915/3492, 855/3493, 2440/3494, 993/3495, 1857/3496, 1857/3498, 1544/3499, 1799/3500, 920/3501, 920/3502, 920/3503, 920/3504, 920/3505, 122/3506, 2102/3507, 2498/3508, 2498/3510, 2498/3511, 2336/3512, 2336/3513, 2728/3514, 2728/3515, 2728/3516, 2728/3517, 2728/3518, 2039/3519, 2041/3520, 2039/3521, 2042/3522, 2039/3523, 514/3524, 2406/3525, 2406/3526, 2406/3527, 2040/3528, 2040/3529, 1138/3530, 32/3531, 119/3532, 32/3533, 32/3534, 2009/3535, 2027/3536, 2609/3537, 1588/3538, 1607/3539, 32/3540, 32/3541, 32/3542, 32/3543, 40/3544, 40/3545, 40/3546, 2728/3547, 2728/3548, 2105/3549, 2169/3550, 2169/3551, 1987/3552, 1987/3553, 2169/3554, 1987/3555, 2169/3556, 2070/3557, 1188/3577, 1188/3578, 1188/3579, 1189/3580, 1189/3581, 1189/

3582, 1265/3583, 1189/3584, 1265/3585, 1266/3586, 1266/3587, 1266/3588, 1446/3589, 1446/3590, 1446/3591, 1873/3592, 1873/3593, 1873/3594, 2191/3595, 2191/3596, 2235/3597, 2235/3598, 2235/3599, 2251/3600, 2251/3601, 2340/3602, 2340/3603, 2340/3604, 2777/3605, 916/3606, 916/3607, 916/3608, 1470/3609, 1573/3610, 1573/3611, 1702/3612, 2614/3613, 2614/3614, 2760/3615.

#### सत्यबादीपुर ग्राम में अर्जित किए जाने वाले प्लाट संख्यांक:

1 से 210, 78/211, 101/212, 68/213, 187/214, 78/215, 76/216, 33/217, 30/218, 135/219, 65/220, 73/221, 72/222, 126/223, 41/224, 93/225, 196/226, 197/227, 187/228, 198/229, 41/230, 71/231, 61/232, 121/233, 187/234, 187/235, 187/236, 187/237, 187/238, 187/239, 187/240, 187/241, 187/242, 187/243, 187/244, 187/245, 187/246, 187/247, 187/248, 187/249, 187/250, 206/251, 33/252, 41/253, 136/254, 137/255, 138/256, 48/257, 52/258, 52/259, 52/260, 141/261, 44/262, 41/263, 30/264, 30/265, 77/266, 77/267, 65/220/268, 33/268, 117/269, 41/270, 41/271, 41/272, 41/273, 41/274, 41/275, 29/276, 94/277, 149/278, 41/279, 41/280, 41/281, 41/282, 41/283, 41/284, 149/285, 70/286, 70/287, 70/288, 94/289, 94/290, 94/291, 94/292, 94/293, 94/294, 94/295, 117/296, 30/297, 147/298, 147/299, 97/300, 149/301, 70/302, 70/303, 9/304, 15/305, 9/306, 14/307, 15/308, 161/309, 18/310, 147/311, 133/312, 132/313, 133/314, 132/315, 132/316, 133/317, 133/318, 70/319, 70/320, 133/321, 70/322, 70/323, 70/324, 70/325, 70/326.

#### निलाद्रीपुर ग्राम में अर्जित किए जाने वाले प्लाट संख्यांक:

1 से 101, 72/102, 87/103, 86/104, 86/105, 88/106, 75/107, 75/108, 26/109, 24/110, 9/111, 10/112, 10/113, 8/114, 8/115, 84/116, 101/117, 101/118, 57/119, 57/120, 96/121, 96/122, 35/123, 35/124, 35/125, 36/126, 36/127, 72/128, 67/129, 96/130, 60/131, 91/132, 20/133, 75/134, 75/135, 20/136.

#### तिलेइपसी ग्राम में अर्जित किए जाने वाले प्लाट संख्यांक:

1 से 783, 62/784, 63/785, 36/786, 155/787, 155/788, 690/789, 768/790, 255/791, 282/792, 99/793, 129/794, 436/795, 89/796, 29/797, 29/798, 29/799, 33/800, 33/801, 33/802, 53/803, 28/804, 30/805, 8/806, 8/807, 8/808, 128/809, 127/810, 397/811, 398/812, 622/813, 150/814, 306/815, 721/816, 615/817, 743/818, 586/819, 586/820, 153/821, 511/822, 513/823, 339/824, 379/825, 768/826, 755/827, 756/828, 756/829, 756/830, 756/831, 406/832, 552/833, 255/834, 255/835, 155/836, 155/837, 155/838, 155/839, 155/840, 389/841, 405/842, 451/843, 457/844, 457/845, 718/846, 677/847, 361/848, 412/849, 843/850, 413/851, 423/852, 682/853, 677/854, 660/855, 606/856, 650/857, 323/858, 362/859, 133/860, 32/861, 690/862, 692/863, 692/864, 713/865, 713/866, 431/867, 677/868, 432/869, 366/870, 366/871, 351/872, 347/873, 347/874, 317/875, 317/876, 638/877, 638/878, 116/879, 111/880, 96/881, 79/882, 331/883, 331/884, 381/885, 678/886, 620/887, 347/888, 453/889, 549/890, 584/891, 460/892, 566/893, 65/894, 262/895, 557/896, 672/897, 469/898, 1/899, 1/900, 1/901, 1/902, 1/903, 1/904, 1/905, 1/906, 602/907, 129/908, 128/909, 129/910, 129/

911, 128/912, 128/913, 128/914, 128/915, 128/916, 127/917, 123/918, 123/919, 123/920, 123/921, 123/922, 198/923, 99/924, 174/925, 391/926, 622/927, 643/928, 626/929, 686/930, 314/931, 174/932, 169/933, 172/934, 172/935, 162/936, 162/937, 162/938, 340/939, 341/940, 304/941, 305/942, 652/943, 676/944, 676/945, 676/946, 676/947, 682/948, 853/949, 682/950, 682/951, 682/952, 682/953, 682/954, 155/955, 406/956, 406/957, 681/958, 681/959, 535/960, 277/961, 277/962, 277/963, 277/964, 277/965, 277/966, 225/967, 225/968, 450/969, 450/970, 450/971, 590/972, 392/973, 277/974, 277/975, 277/976, 277/977, 277/978, 277/979, 365/980, 363/981, 11/982, 29/983, 2/984, 721/985, 59/986, 535/987, 365/988, 364/989, 365/990, 717/991, 417/992, 282/993, 396/994, 450/971/995, 5/996, 53/997, 537/998, 538/999, 537/1000, 535/1001, 674/1002, 622/1003, 171/1004, 598/1005, 676/1006, 752/1008, 752/1010, 569/1012, 569/1014, 65/1015, 62/1016, 649/1017, 433/1018, 20/1019, 20/1020, 53/1021, 53/1022, 53/1023, 53/1024, 53/1025, 53/1026, 53/1027, 53/1028, 53/1029, 20/1030, 20/1031, 20/1032, 20/1033, 53/1034, 359/1035, 342/1036, 676/1037, 676/1038, 169/1039, 169/1041, 332/1042, 169/1043, 169/1045, 730/1046, 730/1047, 676/1048, 676/1049, 350/1050, 340/1051, 340/1052, 538/1053, 537/1054, 535/1055, 699/1056, 296/1057, 699/1058, 296/1059, 579/1060, 296/1061, 579/1062, 296/1063, 579/1064, 296/1065, 579/1066, 698/1067, 698/1068, 535/1069, 718/1070, 680/1071, 62/1072, 342/1073, 676/1074, 342/1075, 676/1076, 138/1077, 676/1078, 180/1079, 20/1080, 20/1081, 180/1082, 20/1083, 180/1084, 303/1085, 17/1086.

**खजुरिया ग्राम में अर्जित किए जाने वाले प्लाट संख्यांक:**

1 से 214, 239, 10/215, 8/216, 18/217, 32/218, 19/219, 31/220, 31/221, 10/222, 61/223, 93/224, 85/225, 12/226, 148/227, 185/228, 5/229, 98/230, 12/231, 112/232, 112/233, 210/234, 210/235, 211/236, 206/237, 12/238, 12/240, 12/241, 12/242, 12/243, 12/244, 12/245, 47/246, 169/247, 169/248, 7/249, 115/250, 108/251, 114/252, 108/253, 133/254, 125/255, 113/256, 116/257, 108/258, 108/259, 108/260, 108/261, 108/262, 108/263, 108/264, 107/265, 117/266, 1/267, 121/268, 122/269, 122/270, 122/271, 122/272, 122/273, 124/274, 124/275, 124/276, 124/277, 125/278, 125/279, 124/280, 125/281, 125/282, 127/283, 127/284, 127/285, 127/286, 127/287, 133/288, 133/289, 133/290, 133/291, 134/292, 134/293, 134/294, 239/295, 1/296, 239/297, 239/298, 239/299, 232/300, 1/301, 212/302, 212/303, 41/304, 41/305, 41/306, 57/307, 123/308, 102/309, 23/310, 5/311, 5/312, 5/313, 109/314, 122/315, 122/316, 122/317, 239/318, 110/319, 123/320, 123/321, 133/322, 133/323, 5/324, 5/325, 5/326, 122/327, 133/328, 124/329, 133/330, 123/331, 41/332, 210/333, 180/334, 123/335, 178/336, 195/337, 110/338.

**किशोरचन्द्रपुर ग्राम में अर्जित किए जाने वाले प्लाट संख्यांक:**

1 से 121, 123 से 227, 229 से 232, 228/233, 110/234, 125/235, 158/236, 158/237, 158/238, 171/239, 196/240, 188/241, 214/242, 214/243, 217/244, 217/245, 217/246, 191/247, 214/248, 218/249, 151/250, 15/251, 15/252, 197/253, 197/254, 169/255, 169/256, 167/257, 223/258, 132/259, 186/260, 186/261, 150/262, 93/263, 90/264, 88/265, 125/266, 109/267, 158/268, 156/

269, 157/270, 159/271, 168/272, 169/273, 169/274, 48/275, 214/276, 239/277, 211/278, 158/279, 1/280, 185/281, 83/282, 91/283, 122/284, 150/285, 125/286, 2/287, 197/288, 69/289, 85/290, 85/291, 165/292, 165/293, 165/294, 165/295, 16/296, 27/297, 27/298, 10/299, 27/299, 31/301, 1/302, 25/303, 29/304, 25/305, 26/306, 90/307, 94/308, 94/309, 94/310, 13/311, 15/312, 15/313, 13/314, 201/315, 1/316, 15/317, 191/318, 192/319, 186/320, 25/321, 14/322, 217/323, 115/324, 115/325, 115/326, 115/327, 115/328, 228/329, 223/330, 223/331, 223/332, 223/333, 223/334, 223/335, 217/336, 224/337, 224/338, 224/339, 224/340, 224/341, 224/342, 228/343, 228/233/344, 228/233/345, 228/233/346, 217/347, 217/244/348, 217/244/349, 217/244/350, 122/351, 122/352, 228/353, 228/354, 50/355, 59/356, 39/357, 39/358, 39/359, 37/360, 41/361, 37/362, 41/363, 13/364, 140/365, 98/366, 23/367, 81/368, 100/369, 100/370, 100/371, 100/372, 100/373, 100/374, 104/375, 63/376, 102/377, 58/378, 103/379, 51/380, 104/381, 104/382, 104/383, 104/384, 103/385, 103/386, 103/387, 103/388, 125/389, 142/390, 74/391, 104/392, 15/393, 37/394, 104/395, 10/396, 229/397, 104/398, 104/399, 100/400, 100/401, 31/402, 100/403, 103/404, 103/405, 100/406, 229/407, 10/408, 53/409, 227/410, 148/411, 125/412, 125/413, 16/414, 229/415, 100/416.

**सरांग ग्राम में अर्जित किए जाने वाले प्लाट संख्यांक:**

1 से 162, 19/163, 103/164, 150/165, 154/166, 158/167, 17/168, 159/169, 93/170, 155/171, 135/172, 140/173, 16/174, 101/175, 101/176, 138/177, 138/178, 138/179, 136/180, 138/181, 102/182, 102/183, 136/184, 46/185, 49/186, 63/187, 52/188, 101/189, 120/190, 130/191, 125/192, 125/193, 126/194, 97/195, 97/196, 97/197, 35/198, 39/199, 36/200, 37/201, 115/202, 128/203, 128/204, 158/205, 125/206, 153/207, 102/208, 128/209, 130/210, 130/211, 98/212, 122/213, 99/214, 100/215, 101/2, 16, 104/217, 103/218, 98/219, 130/220, 121/221, 114/222, 120/223, 15/224, 93/225, 48/226, 24/227, 130/228, 19/229, 121/230, 121/231, 121/232, 121/233, 121/234, 121/235, 121/236, 121/237, 125/238, 126/239, 107/240, 141/241, 61/242, 129/243, 157/244, 94/245, 95/246, 207/247, 17/250, 44/251, 47/252, 47/253, 20/254, 20/255, 17/256, 17/257, 17/258, 17/259, 17/260, 17/261, 44/262, 20/263, 20/264, 20/265, 20/266, 20/267, 20/268, 16/269, 16/270, 15/271, 22/272, 47/273, 47/274, 47/275, 17/276, 17/277, 16/278, 16/279, 16/280, 21/281, 20/282, 20/283, 44/283, 44/284, 44/285, 16/286, 21/287, 21/288, 20/289, 20/290, 44/291, 44/292, 51/293, 49/294, 16/295, 39/296, 39/297, 21/298, 21/299, 21/300, 21/301, 17/302, 16/303, 15/304, 16/305, 16/306, 16/307, 15/308, 19/309, 16/310, 16/311, 16/312, 16/313, 16/314, 16/315, 33/315, 16/317, 16/318, 49/319, 19/320, 51/321, 51/322, 51/323, 50/324, 138/325, 138/326, 51/327, 51/328, 51/329, 51/330, 51/331, 33/332, 20/333, 94/334, 107/335, 107/336, 16/337, 161/338, 161/339, 161/340, 161/341, 19/342, 19/343, 51/344, 51/345, 51/346, 51/347, 107/348, 161/349, 161/350, 161/351, 161/352, 161/353, 161/354, 161/355, 161/356, 161/357, 161/358, 161/359, 161/360, 161/361, 161/362, 161/363, 161/364, 161/365, 161/366, 51/367, 51/368, 27/369, 51/370, 25/371, 36/372, 36/373, 36/374, 36/375, 130/376, 130/377, 130/378, 130/379, 130/380, 130/381,

19/382, 19/383, 19/384, 19/385, 17/386, 17/387, 17/388, 17/389.

जोरागाडिया ग्राम में अर्जित किए जाने वाले प्लाट संख्यांक:

73 से 81, 83 से 113, 495 से 692, 723 से 727, 753 से 776, 682/781, 539/783, 547/784, 643/785, 760/787, 84/795, 521/796, 630/797, 776/833, 760/852, 79/856, 409/860, 566/862, 566/863, 593/864, 593/865, 100/871, 501/872, 500/873, 108/875, 500/917, 544/973, 688/1015.

कंधवेरीनी ग्राम (भाग) में अर्जित किए जाने वाले प्लाट संख्यांक:

1095 (भाग).

सीमा वर्णन:

**क-ख-ग :** रेखा 'क-ख' बिन्दु 'क' से आरंभ होती है जो ग्राम खजुरिया, सोलाडा और कन्धवेरीनी की त्रिजंक्शन बिन्दु है। रेखा 'क-ख' बिन्दु 'क' से प्रारंभ होकर ग्राम खजुरिया की उत्तरी सीमा से होते हुए बिन्दु 'ख' पर मिलती है जो कि ग्राम कन्धवेरीनी, खजुरिया एवं सरांग का त्रिजंक्शन बिन्दु है। रेखा 'ख-ग' ग्राम सरांग की उत्तरी सीमा से गुजरते हुए कन्धवेरीनी के प्लाट संख्या 1095 से गुजरते हुए बिन्दु 'ग' पर मिलती है जो कि ग्राम कन्धवेरीनी, बरपाली एवं सरांग का त्रिजंक्शन बिन्दु है।

**ग-घ-ड-च :** रेखा 'ग-घ' ग्राम सरांग एवं बरपाली की सम्मिलित सीमा से गुजरते हुए बिन्दु 'घ' पर मिलती है जो कि ग्राम सरांग, बरपाली एवं किशोरचन्दपुर का त्रिजंक्शन बिन्दु है। रेखा 'घ-ड' ग्राम किशोरचन्दपुर की उत्तरी सीमा से गुजरते हुए बिन्दु 'ड' पर मिलती है जो कि ग्राम जोरागाडिया, बरपाली एवं किशोरचन्दपुर का त्रिजंक्शन बिन्दु है। रेखा 'ड-च' ग्राम जोरागाडिया के प्लाट संख्या 73, 81, 80, 83, 84/795, 112, 113, 109, 108, 107, 110(भाग), 99(भाग), 500, 500/873, 499, 498, 497, 496, 495, 672, 674, 675, 676, 692, 691, 690 की पूर्वी सीमा से गुजरते हुए बिन्दु 'च' पर मिलती है जो कि ग्राम जोरागाडिया के प्लाट संख्या 690 एवं किशोरचन्दपुर के प्लाट संख्या 233 का जंक्शन बिन्दु है।

**च-छ-ज-झ :** रेखा '-च-छ' किशोरचन्दपुर ग्राम के प्लाट संख्या 233, 229, 227, 230, 231, 232 की पूर्वी सीमा से एवं जोरागाडिया के प्लाट संख्या 723/870 और 870, 725, 753, 754 और 755 की सीमा से गुजरते हुए बिन्दु 'छ' पर मिलती है जो कि ग्राम जोरागाडिया पद्यमाबतिपुर, कुरिहां एवं नकईपासी का चतुर्जंक्शन बिन्दु है। रेखा 'छ-ज' ग्राम नकईपासी के पदमा ब्लाक की अर्जित सीमा से गुजरते हुए बिन्दु 'ज' पर मिलती है जो कि ग्राम जोरागाडिया एवं नकईपासी के प्लाट संख्या 294 का जंक्शन बिन्दु है। रेखा 'ज-झ' ग्राम

नकईपासी में पदमा ब्लाक एवं अनन्तबेरीनी ब्लाक के अधीन भूमि की सीमा से गुजरते हुए बिन्दु 'झ' पर मिलती है जो कि ग्राम नकईपासी एवं दनारा का जंक्शन बिन्दु है।

**झ-ट-ठ-ड:** रेखा 'झ-ट' नकईपासी ग्राम की दक्षिणी सीमा से होते हुए बिन्दु 'ट' पर मिलती है जो कि ग्राम नकईपासी, दामोल एवं दनारा त्रिजंक्शन बिन्दु है। रेखा 'ट-ठ' नकईपासी ग्राम की दक्षिणी सीमा से गुजरते हुए बिन्दु 'ठ' पर मिलती है जो कि ग्राम नकईपासी, दामोल एवं प्रसन्ननगर का त्रिजंक्शन बिन्दु है। रेखा 'ठ-ड' नकईपासी एवं प्रसन्ननगर ग्राम की सम्मिलित सीमा से गुजरते हुए बिन्दु 'ड' पर मिलती है जो कि ग्राम नकईपासी, सारंग एवं प्रसन्ननगर का त्रिजंक्शन बिन्दु है।

**ड-ढ-ण-त:** रेखा 'ड-ढ' सरांग की दक्षिणी सीमा से गुजरते हुए एवं पश्चिम की ओर बढ़ते हुए बिन्दु 'ढ' पर मिलती है, जो कि ग्राम सरांग, निलाद्रीपुर एवं प्रसन्ननगर ग्राम का त्रिजंक्शन बिन्दु है। रेखा ढण निलाद्रीपुर ग्राम एवं प्रसन्ननगर ग्राम की सम्मिलित सीमा से गुजरते हुए बिन्दु 'ण' पर मिलती जो कि ग्राम तिलेइपसी, निलाद्रीपुर एवं प्रसन्ननगर ग्राम का त्रिजंक्शन बिन्दु है। रेखा णत तिलेइपसी एवं प्रसन्ननगर की सम्मिलित सीमा से गुजरते हुए बिन्दु 'त' पर मिलती जो कि ग्राम तिलेइपसी, सत्याबादीपुर एवं प्रसन्ननगर ग्राम का त्रिजंक्शन बिन्दु है।

**त-थ-द-क:** रेखा 'त-थ' सत्याबादीपुर एवं प्रसन्ननगर ग्राम की सम्मिलित सीमा, फिर सोलाडा ग्राम से गुजरते हुए बिन्दु 'थ' पर मिलती है जो कि ग्राम तिलेइपसी, सत्याबादीपुर एवं सोलाडा ग्राम का त्रिजंक्शन बिन्दु है। रेखा 'थ-द' तिलेइपसी, एवं सोलाडा की सम्मिलित सीमा गुजरते हुए बिन्दु 'द' पर मिलती है जो कि ग्राम तिलेइपसी, खजुरिया एवं सोलाडा ग्राम का त्रिजंक्शन बिन्दु है। रेखा 'द-क' खजुरिया एवं सोलाडा की सम्मिलित सीमा से गुजरते हुए आरम्भ बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/28/2010-पीआरआईडल्क्यू-I]

ए. के. दास, अवर सचिव

New Delhi, the 30th October, 2012

**S.O. 3297.**—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 2993, dated the 18th October, 2011 under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), hereinafter referred to as the said Act, and published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 22nd October, 2011, the Central Government gave notice of its intention to prospect for coal in 1521.78 acres (approximately) or 615.85 hectares

(approximately) of the land in the locality specified in the Schedule annexed to that notification.

And whereas the Central Government is satisfied that coal is obtainable in a part of the said land.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the land measuring 1482.713 acres (approximately) or 600.045 hectares (approximately) in all rights as described in the Schedule appended hereto.

- The plan bearing number MCL/SBP (L/R&R)/Kalinga East/12/01, dated the 18th August, 2012 of the area covered by this notification may be inspected in the office of the Collector, Angul (Odisha) or in the office of the Coal Controller, I, Council House Street, Kolkata or in the office of the Mahanadi Coalfields Limited (General Manager (Land/Rehabilitation and Resettlement Department.), Jagriti Vihar, Post Office Jagriti Vihar, Burla, District-Sambalpur (Odisha).
- Attention is hereby invited to the provisions of Section 8 of the said Act, which provides as follows:-

"8(1) Objection to acquisition:-Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

**Explanation.-**It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note: The Coal Controller, I, Counsel House Street, Kolkata-700001 has been appointed by the Central Government as the competent authority under the said Act, vide notification number S.O. 2015, dated the 10th July, 1995.

## SCHEDULE

### Mahanadi Coalfields Limited

#### Kalinga East Block, Bharatpur Expansion O.C.P., Talcher District-Angul (Odisha)

[Plan bearing number MCL/SBP(L/R&R)/Kalinga East/12/01, dated the 18th August, 2012]  
All Rights"

Sl. No.	Village	Police Station and No.	Vill- age No.	Tahasil/ Sub. Div.	District	Classification of land (acres)			Rem- arks	
						Forest	Gover- nment	Tenancy Non- Forest		
1	Nakeipasi	Colliery-23	274	Talcher	Angul	16.64	124.47	354.63	495.74	Part
2	Satyabadipur	Colliery-20	286	Talcher	Angul	2.51	21.24	50.23	73.98	Full
3	Niladripur	Colliery-22	283	Talcher	Angul	2.04	7.82	24.77	34.63	Full
4	Tileipasi	Colliery-21	285	Talcher	Angul	37.31	85.04	118.223	240.573	Full
5	Khajuria	Talcher-66	284	Talcher	Angul	55.98	58.43	89.01	203.42	Full
6	Kishore- chandrapur	Talcher-68	281	Talcher	Angul	0.00	11.87	92.27	104.14	Full
7	Saranga	Talcher-67	282	Talcher	Angul	47.06	74.72	125.09	246.87	Full
8	Joragadia	Talcher-69	279	Talcher	Angul	0.00	10.62	64.94	75.56	Part
9	Kandhabereni	Talcher-65	295	Talcher	Angul	7.80	0.00	0.00	7.80	Part
						169.34	394.21	919.163	1482.713	

Total:

1482.713 acres(approximately)  
or 600.045 hectares (approximately)

461245/12-16

## Plot Numbers to be acquired in Village-Nakeipasi:

1 to 193, 195 to 198, 200, 240(P), 292, 293, 294(P), 455, 456(P), 457 to 550, 552 to 885, 911 to 1224, 1229 to 2440, 2442 to 2814, 86/2815, 648/2816, 40/2818, 1922/2819, 1438/2820, 1932/2821, 1339/2822, 532/2823, 1043/2826, 1043/2827, 927/2828, 826/2829, 485/2830, 1097/2831, 1097/2832, 1097/2833, 1097/2834, 2505/2835, 2321/2840, 1/2841, 1/2842, 10/2843, 119/2844, 1805/2845, 1/2846, 1263/2847, 1263/2848, 1263/2849, 1261/2850, 1261/2851, 1261/2852, 1261/2853, 1262/2854, 1262/2855, 2082/2856, 2083/2857, 558/2858, 1808/2859, 2285/2860, 2480/2861, 2480/2862, 2480/2863, 2483/2864, 2483/2865, 2483/2866, 40/2878, 2647/2879, 2647/2880, 2647/2881, 2647/2882, 487/2884, 817/2885, 84/2886, 789/2887, 2431/2889, 2378/2890, 2381/2891, 2367/2892, 2364/2893, 2364/2894, 2256/2895, 2276/2896, 2267/2897, 2267/2898, 2277/2899, 2273/2900, 2273/2901, 2261/2902, 2723/2903, 2562/2904, 1581/2905, 2758/2906, 2758/2907, 2498/2908, 2498/2909, 2498/2910, 2498/2911, 2498/2912, 2498/2913, 2498/2914, 2497/2915, 2521/2916, 2521/2917, 2521/2918, 2521/2919, 2521/2920, 2521/2921, 2521/2922, 2521/2923, 2526/2924, 2647/2925, 2647/2926, 2647/2927, 11/2928, 855/2929, 855/2930, 808/2931, 1106/2932, 2487/2933, 1644/2934, 2812/2935, 1058/2936, 2060/2937, 2605/2938, 2425/2939, 292/2940, 2031/2941, 1081/2942, 2169/2943, 2169/2944, 1964/2945, 1095/2946, 1588/2947, 2169/2948, 486/2949, 406/2950, 614/2951, 623/2952, 2017/2953, 1188/2954, 1188/2955, 1405/2956, 1973/2957, 1069/2958, 1403/2959, 1452/2960, 2077/2961, 2028/2962, 679/2964, 2765/2965, 930/2967, 2576/2975, 1531/2976, 1531/2977, 1531/2978, 2043/2979, 146/2980, 1038/2981, 107/2982, 107/2983, 107/2984, 107/2985, 107/2986, 1729/2987, 1729/2988, 2007/2989, 2790/2990, 1416/2991, 2805/2992, 82/2993, 120/2994, 918/2995, 964/2996, 1842/2997, 1947/2998, 2040/2999, 2800/3000, 2760/3001, 153/3004, 152/3005, 1931/3007, 1932/3008, 41/3009, 568/3010, 746/3011, 746/3012, 723/3013, 723/3014, 722/3015, 1275/3016, 1277/3017, 1045/3018, 1440/3019, 1545/3020, 1545/3021, 1549/3022, 1546/3023, 1541/3024, 1534/3025, 1534/3026, 1534/3027, 1534/3028, 1569/3029, 1569/3030, 1569/3031, 1569/3032, 1989/3033, 1989/3034, 2008/3035, 2607/3036, 2607/3037, 2607/3038, 2607/3039, 2607/3040, 2251/3041, 1153/3042, 1507/3043, 1853/3044, 1853/3045, 1853/3046, 1853/3047, 1929/3049, 1929/3050, 920/3051, 920/3052, 920/3053, 1933/3054, 1933/3055, 1933/3056, 1934/3057, 1967/3058, 1967/3059, 1967/3060, 1967/3061, 1967/3062, 1967/3063, 1399/3064, 1649/3065, 1109/3066, 1109/3067, 1186/3068, 1186/3069, 92/3070, 92/3071, 92/3072, 92/3073, 783/3074, 783/3075, 661/3076, 2079/3077, 2080/3078, 476/3079, 1708/3080, 1649/3081, 1649/3082, 1649/3083, 1649/3084, 1649/3085, 1692/3086, 1662/3087, 1662/3088, 1662/3089, 1694/3090, 1694/3091, 1694/3092, 610/3093, 1426/3094, 2107/3095, 2134/3096, 2134/3097, 2134/3098, 2134/3099, 2134/3100, 2238/3101, 2238/3102, 2238/3103, 2238/3104, 2242/3105, 2241/3106, 2241/3107, 2250/3108, 2048/3109, 2048/3110, 2048/3111, 2248/3112, 2048/3113, 2049/3114, 1599/3115, 1600/3116, 1601/3117, 1602/3118, 1623/3119, 1323/3120, 1718/3121, 932/3122, 932/3123, 2245/3124, 2504/3125, 2503/3126, 1253/3127, 1499/

3128, 1557/3129, 2548/3130, 1591/3131, 2602/3132, 23/3133, 23/3134, 106/3135, 106/3136, 106/3137, 1879/3138, 1879/3139, 2051/3140, 2051/3141, 2051/3142, 1878/3143, 1877/3144, 2580/3145, 2138/3147, 2739/3148, 2609/3149, 2486/3150, 2506/3151, 2416/3152, 1588/3153, 1959/3154, 1959/3155, 1160/3156, 1160/3157, 165/3158, 2051/3162, 2051/3163, 1860/3164, 1859/3165, 1859/3166, 1859/3167, 1859/3168, 1859/3169, 1859/3170, 1859/3171, 1859/3172, 2758/3173, 2963/3174, 1920/3175, 2026/3176, 2386/3177, 2386/3178, 2386/3179, 2389/3180, 34/3184, 2060/3186, 1292/3187, 1179/3188, 29/3189, 1501/3190, 1499/3191, 636/3192, 636/3193, 661/3194, 2336/3195, 1267/3196, 2036/3197, 40/3198, 743/3199, 1360/3200, 1909/3201, 1105/3203, 1105/3204, 64/3205, 1835/3206, 2187/3207, 2919/3208, 2623/3209, 777/3210, 2163/3211, 701/3213, 640/3214, 492/3215, 2497/3216, 2476/3217, 2534/3220, 1221/3221, 1242/3222, 1241/3223, 1215/3224, 1021/3225, 683/3227, 683/3228, 1622/3229, 1615/3230, 1244/3232, 2196/3233, 1244/3234, 1244/3235, 1232/3236, 1235/3237, 1237/3238, 1219/3240, 1904/3241, 1900/3242, 21/3244, 21/3245, 21/3246, 64/3247, 64/3248, 64/3249, 680/3250, 680/3251, 2277/3252, 2277/3253, 2277/3254, 2359/3255, 1998/3256, 1998/3257, 2482/3258, 1441/3259, 1441/3260, 749/3261, 2060/3262, 420/3266, 2751/3264, 2721/3265, 1008/3266, 1284/3267, 1248/3268, 1360/3269, 1547/3270, 1551/3271, 240/3272, 240/3273, 3052/3274, 2739/3275, 1074/3277, 1967/3063/3279, 912/3280, 1057/3281, 2739/3282, 2739/3283, 968/3284, 1087/3285, 2696/3286, 455/3287, 1592/3288, 3058/3289, 3063/3290, 1768/3291, 1648/3292, 1648/3293, 1768/3294, 2115/3294, 2189/3295, 1870/3296, 2184/3297, 2179/3298, 2180/3299, 1588/3300, 240/3301, 1588/3302, 1713/3303, 1588/3304, 1588/3305, 1588/3306, 2939/3307, 2644/3308, 1588/3309, 754/3310, 2644/3311, 1278/3312, 2/3313, 2/3314, 18/3315, 18/3316, 18/3317, 484/3320, 484/3321, 484/3322, 1589/3323, 1589/3324, 1589/3325, 2060/3326, 2060/3327, 2060/3328, 1607/3329, 1607/3330, 1774/3331, 1701/3332, 1698/3333, 1698/3334, 1261/3335, 1698/3336, 1785/3337, 1729/3338, 1891/3339, 1799/3340, 2440/3341, 2440/3342, 2440/3343, 2440/3344, 2440/3345, 2440/3346, 2440/3347, 2440/3348, 2440/3349, 2440/3350, 2481/3351, 1710/3352, 1757/3353, 1614/3354, 1219/3355, 1614/3356, 1750/3357, 2071/3358, 2071/3359, 2009/3365, 2027/3366, 2609/3367, 2007/3368, 2607/3369, 723/3370, 2482/3371, 2521/3372, 2421/3373, 2440/3374, 2440/3375, 484/3376, 1607/3377, 2416/3378, 2416/3379, 32/3380, 35/3381, 32/3382, 35/3383, 32/3384, 119/3385, 32/3386, 35/3387, 32/3388, 35/3389, 2440/3390, 2440/3391, 1588/3392, 722/3393, 2608/3394, 2416/3395, 2416/3396, 2416/3397, 2441/3398, 2441/3399, 2441/3400, 2441/3401, 2441/3402, 2441/3403, 2441/3404, 2441/3405, 1877/3406, 1878/3407, 1694/3408, 2085/3409, 1947/3410, 2484/3411, 2027/3412, 2609/3413, 2007/3414, 2009/3415, 2609/3416, 32/3417, 32/3418, 2441/3419, 2441/3420, 2441/3421, 2441/3422, 2071/3423, 2071/3424, 2440/3425, 2500/3426, 2171/3427, 2524/3428, 2524/3429, 2524/3430, 2171/3431, 2380/3432, 2380/3433, 2072/3434, 1847/3435, 2072/3436, 1607/3437, 484/3438, 1607/3439, 2112/2440, 2232/3441, 484/3442, 2232/3443, 2072/3444, 2070/3445, 2072/3446, 2524/3447, 2525/3448, 2525/3449, 2336/3450, 2336/3451, 2336/3452,

2336/3453, 2499/3454, 993/3455, 1857/3456, 967/3457, 2335/3458, 2335/3459, 2335/3460, 2335/3461, 2335/3462, 2335/3463, 1507/3464, 1588/3465, 1003/3466, 2483/3467, 925/3468, 925/3469, 1534/3472, 1534/3473, 1534/3474, 1534/3475, 1507/3476, 2113/3477, 2113/3478, 35/3479, 2112/3480, 2112/3481, 2060/3482, 1453/3483, 1857/3484, 1551/3485, 920/3486, 1928/3487, 920/3488, 1928/3489, 2060/3490, 2051/3491, 1915/3492, 855/3493, 2440/3494, 993/3495, 1857/3496, 1857/3498, 1544/3499, 1799/3500, 920/3501, 920/3502, 920/3503, 920/3504, 920/3505, 122/3506, 2102/3507, 2498/3508, 2498/3510, 2498/3511, 2336/3512, 2336/3513, 2728/3514, 2728/3515, 2728/3516, 2728/3517, 2728/3518, 2039/3519, 2041/3520, 2039/3521, 2042/3522, 2039/3523, 514/3524, 2406/3525, 2406/3526, 2406/3527, 2040/3528, 2040/3529, 1138/3530, 32/3531, 119/3532, 32/3533, 32/3534, 2009/3535, 2027/3536, 2609/3537, 1588/3588, 1607/3539, 32/3540, 32/3541, 32/3542, 32/3543, 40/3544, 40/3545, 40/3546, 2728/3547, 2728/3548, 2105/3549, 2169/3550, 2169/3551, 1987/3552, 1987/3553, 2169/3554, 1987/3555, 2169/3556, 2070/3557, 1188/3577, 1188/3578, 1188/3579, 1189/3580, 1189/3581, 1189/3582, 1265/3583, 1189/3584, 1265/3585, 1266/3586, 1266/3587, 1266/3588, 1446/3589, 1446/3590, 1446/3591, 1873/3592, 1873/3593, 1873/3594, 2191/3595, 2191/3596, 2235/3597, 2235/3598, 2235/3599, 2251/3600, 2251/3601, 2340/3602, 2340/3603, 2340/3604, 2777/3605, 916/3606, 916/3607, 916/3608, 1470/3609, 1573/3610, 1573/3611, 1702/3612, 2614/3613, 2614/3614, 2760/3615.

#### PLOT NUMBERS TO BE ACQUIRED IN VILLAGE—SATYABADIPUR:

1 to 210, 78/211, 101/212, 68/213, 187/214, 78/215, 76/216, 33/217, 30/218, 135/219, 65/220, 73/221, 72/222, 126/223, 41/224, 93/225, 196/226, 197/227, 187/228, 198/229, 41/230, 71/231, 61/232, 121/233, 187/234, 187/235, 187/236, 187/237, 187/238, 187/239, 187/240, 187/241, 187/242, 187/243, 187/244, 187/245, 187/246, 187/247, 187/248, 187/249, 187/250, 206/251, 33/252, 41/253, 136/254, 137/255, 138/256, 48/257, 52/258, 52/259, 52/260, 141/261, 44/262, 41/263, 30/264, 30/365, 77/266, 77/267, 65/220/268, 33/268, 117/269, 41/270, 41/271, 41/272, 41/273, 41/274, 41/275, 29/276, 94/277, 149/278, 41/279, 41/280, 41/281, 41/282, 41/283, 41/284, 149/285, 70/286, 70/287, 70/288, 94/289, 94/290, 94/291, 94/292, 94/293, 94/294, 94/295, 117/296, 30/297, 147/298, 147/299, 94/300, 149/301, 70/302, 70/303, 9/304, 15/305, 9/306, 14/307, 15/308, 161/309, 18/310, 14/311, 133/312, 132/313, 33/314, 132/315, 132/316, 133/317, 133/318, 70/319, 70/320, 133/321, 70/322, 70/323, 70/324, 70/325, 70/326.

#### PLOT NUMBERS TO BE ACQUIRED IN VILLAGE—NILADRIPUR:

1 to 101, 72/102, 87/103, 86/104, 86/105, 88/106, 75/107, 75/108, 26/109, 24/110, 9/111, 10/112, 10/113, 8/114, 8/115, 84/116, 101/117, 101/118, 57/119, 57/120, 96/121, 96/122, 35/123, 35/124, 35/125, 36/126, 36/127, 72/128, 67/129, 96/130, 60/131, 91/132, 20/133, 75/134, 75/135, 20/136.

#### PLOT NUMBERS TO BE ACQUIRED IN VILLAGE—TILEIPASI:

1 to 783, 62/784, 63/785, 36/786, 155/787, 155/788, 690/789, 768/790, 255/791, 282/792, 99/793, 129/794, 436/795, 89/796, 29/797, 29/798, 29/799, 33/800, 33/801, 33/802, 53/803, 28/804, 30/805, 8/806, 8/807, 8/808, 128/809, 127/810, 397/811, 398/812, 622/813, 150/814, 306/815, 721/816, 615/817, 743/818, 586/819, 586/820, 153/821, 511/822, 513/823, 339/824, 379/825, 768/826, 755/827, 756/828, 756/829, 756/830, 756/831, 406/832, 552/833, 255/834, 255/835, 155/836, 155/837, 155/838, 155/839, 155/840, 389/841, 405/842, 451/843, 457/844, 457/845, 718/846, 677/847, 361/848, 412/849, 843/850, 413/851, 423/852, 682/853, 677/854, 660/855, 606/856, 650/857, 323/858, 362/859, 133/860, 32/861, 690/862, 692/863, 692/864, 713/865, 713/866, 431/867, 677/868, 432/869, 366/870, 366/871, 351/872, 347/873, 347/874, 317/875, 317/876, 638/877, 638/878, 116/879, 111/880, 96/881, 79/882, 331/883, 331/884, 381/885, 678/886, 620/887, 347/888, 453/889, 549/890, 584/891, 460/892, 566/893, 65/894, 262/895, 557/896, 672/897, 469/898, 1/899, 1/900, 1/901, 1/902, 1/903, 1/904, 1/905, 1/906, 602/907, 129/908, 128/909, 129/910, 129/911, 128/912, 128/913, 128/914, 128/915, 128/916, 127/917, 123/918, 123/919, 123/920, 123/921, 123/922, 198/923, 99/924, 174/925, 391/926, 622/927, 643/928, 626/929, 686/930, 314/931, 174/932, 169/933, 172/934, 172/935, 162/936, 162/937, 162/938, 340/939, 341/940, 304/941, 305/942, 652/943, 676/944, 676/945, 676/946, 676/947, 682/948, 853/949, 682/950, 682/951, 682/952, 682/953, 682/954, 155/955, 406/956, 406/957, 681/958, 681/959, 535/960, 277/961, 277/962, 277/963, 277/964, 277/965, 277/966, 225/967, 225/968, 450/969, 450/970, 450/971, 590/972, 392/973, 277/974, 277/975, 277/976, 277/977, 277/978, 277/979, 365/980, 363/981, 11/982, 29/983, 2/984, 721/985, 59/986, 535/987, 365/988, 364/989, 365/990, 717/991, 417/992, 282/993, 396/994, 450/995, 971/995, 5/996, 53/997, 537/998, 538/999, 537/1000, 535/1001, 674/1002, 622/1003, 171/1004, 598/1005, 676/1006, 752/1008, 752/1010, 569/1012, 569/1014, 65/1015, 62/1016, 649/1017, 433/1018, 20/1019, 20/1020, 53/1021, 53/1022, 53/1023, 53/1024, 53/1025, 53/1026, 53/1027, 53/1028, 53/1029, 20/1030, 20/1031, 20/1032, 20/1033, 53/1034, 359/1035, 342/1036, 676/1037, 676/1038, 169/1039, 169/1041, 332/1042, 169/1043, 169/1045, 730/1046, 730/1047, 676/1048, 676/1049, 350/1050, 340/1051, 340/1052, 538/1053, 539/1054, 535/1055, 699/1056, 296/1057, 699/1058, 296/1059, 579/1060, 296/1061, 579/1062, 296/1063, 579/1064, 296/1065, 579/1066, 698/1067, 698/1068, 535/1069, 718/1070, 680/1071, 62/1072, 342/1073, 676/1074, 342/1075, 676/1076, 138/1077, 676/1078, 180/1079, 20/1080, 180/1081, 180/1082, 20/1083, 180/1084, 303/1085, 17/1086.

#### PLOT NUMBERS TO BE ACQUIRED IN VILLAGE—KHAJURIA:

1 to 214, 239, 10/215, 8/216, 18/217, 32/218, 19/219, 31/220, 31/221, 10/222, 61/223, 93/224, 85/225, 12/226, 148/227, 185/228, 5/229, 98/230, 12/231, 112/232, 112/233, 210/234,

210/235, 211/236, 206/237, 12/238, 12/240, 12/241, 12/242, 12/243, 12/244, 12/245, 47/246, 169/247, 169/248, 7/249, 115/250, 108/251, 114/252, 108/253, 133/254, 125/255, 113/256, 116/257, 108/258, 108/259, 108/260, 108/261, 108/262, 108/263, 108/264, 107/265, 117/266, 1/267, 121/268, 122/269, 122/270, 122/271, 122/272, 122/273, 124/274, 124/275, 124/276, 124/277, 125/278, 125/279, 124/280, 125/281, 125/282, 127/283, 127/284, 127/285, 127/286, 127/287, 133/288, 133/289, 133/290, 133/291, 134/292, 134/293, 134/294, 239/295, 1/296, 239/297, 239/298, 239/299, 232/300, 1/301, 212/302, 212/303, 41/304, 41/305, 41/306, 57/307, 123/308, 102/309, 23/310, 5/311, 5/312, 5/313, 109/314, 122/315, 122/316, 122/317, 239/318, 110/319, 123/320, 123/321, 133/322, 133/323, 5/324, 5/325, 5/326, 122/327, 133/328, 124/329, 133/330, 123/331, 41/332, 210/333, 180/344, 123/335, 178/336, 195/337, 110/338.

**PLOT NUMBERS TO BE ACQUIRED IN VILLAGE—KISHORECHANDRAPUR:**

1 to 121, 123 to 227, 229 to 232, 228/233, 110/234, 125/235, 158/236, 158/237, 158/238, 171/239, 196/240, 188/241, 214/242, 214/243, 217/244, 217/245, 217/246, 191/247, 214/248, 218/249, 151/250, 15/251, 15/252, 197/253, 197/254, 169/255, 169/256, 167/257, 223/258, 132/259, 186/260, 186/261, 150/262, 93/263, 90/264, 88/265, 125/266, 109/267, 158/268, 156/269, 157/270, 159/271, 168/272, 169/273, 169/274, 48/275, 214/276, 239/277, 211/278, 158/279, 1/280, 185/281, 83/282, 91/283, 122/284, 150/285, 125/286, 2/287, 197/288, 69/289, 85/290, 85/291, 165/292, 165/293, 165/294, 165/295, 16/296, 27/297, 27/298, 10/298, 27/299, 31/301, 1/302, 25/303, 29/304, 25/305, 26/306, 90/307, 94/308, 94/309, 94/310, 13/311, 15/312, 15/313, 13/314, 201/315, 1/316, 15/317, 191/318, 192/319, 186/320, 25/321, 14/322, 217/323, 115/324, 115/325, 115/326, 115/327, 115/328, 228/329, 223/330, 223/331, 223/332, 223/333, 223/334, 223/335, 217/336, 224/337, 224/338, 224/339, 224/340, 224/341, 224/342, 228/343, 228/233/344, 228/233/345, 228/233/346, 217/347, 217/244/348, 217/244/349, 217/244/350, 122/351, 122/352, 228/353, 228/354, 50/355, 59/356, 39/357, 39/358, 39/359, 37/360, 41/361, 37/362, 41/363, 13/364, 140/365, 98/366, 23/367, 81/368, 100/369, 100/370, 100/371, 100/372, 100/373, 100/374, 104/375, 63/376, 102/377, 58/378, 103/379, 51/380, 104/381, 104/382, 104/383, 104/384, 103/385, 103/386, 103/387, 103/388, 125/389, 142/390, 74/391, 104/392, 15/393, 37/394, 104/395, 10/396, 229/397, 104/398, 104/399, 100/400, 100/401, 31/402, 100/403, 103/404, 103/405, 100/406, 229/407, 10/408, 53/409, 227/410, 148/411, 125/412, 125/413, 16/414, 229/415, 100/416.

**PLOT NUMBERS TO BE ACQUIRED IN VILLAGE—SARANGA:**

1 to 162, 19/163, 103/164, 150/165, 154/166, 158/167, 17/168, 159/169, 93/170, 155/171, 135/172, 140/173, 16/174, 101/175, 101/176, 138/177, 138/178, 138/179, 136/180, 138/181, 102/182, 102/183, 136/184, 46/185, 49/186, 63/187, 52/188, 101/189, 120/190, 130/191, 125/192, 125/193, 126/194,

97/195, 97/196, 97/197, 35/198, 39/199, 36/200, 37/201, 115/202, 128/203, 128/204, 158/205, 125/206, 153/207, 102/208, 128/209, 130/210, 130/211, 98/212, 122/213, 99/214, 100/215, 101/216, 104/217, 103/218, 98/219, 130/220, 121/221, 114/222, 120/223, 15/224, 93/225, 48/226, 24/227, 130/228, 19/229, 121/230, 121/231, 121/232, 121/233, 121/234, 121/235, 121/236, 121/237, 125/238, 126/239, 107/240, 141/241, 61/242, 129/243, 157/244, 94/245, 95/246, 207/247, 17/250, 44/251, 47/252, 47/253, 20/254, 20/255, 17/256, 17/257, 17/258, 17/259, 17/260, 17/261, 44/262, 20/263, 20/264, 20/265, 20/266, 20/267, 20/268, 16/269, 16/270, 15/271, 22/272, 147/273, 47/274, 47/275, 17/276, 17/277, 16/278, 16/279, 16/280, 21/281, 20/282, 20/283, 44/283, 44/284, 44/285, 16/286, 21/287, 21/288, 20/289, 20/290, 44/291, 44/292, 51/293, 49/294, 16/295, 39/296, 39/297, 21/298, 21/299, 21/300, 21/301, 17/302, 16/303, 15/304, 16/305, 16/306, 16/307, 15/308, 19/309, 16/310, 16/311, 16/312, 16/313, 15/314, 16/315, 33/316, 16/317, 16/318, 49/319, 19/320, 51/321, 51/322, 51/323, 50/324, 138/325, 138/326, 51/327, 51/328, 51/329, 51/330, 51/331, 33/332, 20/333, 94/334, 107/335, 107/336, 16/337, 161/338, 161/339, 161/340, 161/341, 19/342, 19/343, 51/344, 51/345, 51/346, 51/347, 107/348, 161/349, 161/350, 161/351, 161/352, 161/353, 161/354, 161/355, 161/356, 161/357, 161/358, 161/359, 161/360, 161/361, 161/362, 161/363, 161/364, 161/365, 161/366, 51/367, 51/368, 27/369, 51/370, 25/371, 36/372, 36/373, 36/374, 36/375, 130/376, 130/377, 130/378, 130/379, 130/380, 130/381, 19/382, 19/383, 19/384, 19/385, 17/386, 17/387, 17/388, 17/389.

**PLOT NUMBERS TO BE ACQUIRED IN VILLAGE—JORAGADIA:**

73 to 81, 83 to 113, 495 to 692, 723 to 727, 753 to 776, 682/781, 539/783, 547/784, 643/785, 760/787, 84/795, 521/796, 630/797, 776/833, 760/852, 79/856, 409/860, 566/862, 566/863, 593/864, 593/865, 100/871, 501/872, 500/873, 108/875, 500/917, 544/973, 688/1015.

**PLOT NUMBERS TO BE ACQUIRED IN VILLAGE—KANDHABERINI:**

1095 (P.)

**BOUNDARY DESCRIPTION:**

A-B-C: Line AB starts at starting point "A" i.e. tri-junction point of village Solada, Kandhaberini and Khajuria and passes along the northern boundary of village Khajuria and meets at point "B" i.e. tri-junction point of village Kandhaberini, Khajuria and Saranga. Then line BC passes along the northern boundary of village Saranga and passes through plot 1095 of village Kandhaberini, and meets at point "C" i.e. tri-junction of village Saranga, Barapali and Kandhaberini.

C-D-E-F: Line CD passes along common boundary of village Saranga and Barapali and meets at point "D" i.e. tri-junction point of village Saranga, Kishorechandrapur and Barapali. The line DE passes along the northern boundary of village

Kishorechandrapur and meets at point "E" i.e. tri-junction point of village Kishorechandrapur Joragadia and Barapali. The line EF passes along the eastern boundary of plot nos. 73, 81, 80, 83, 84/795, 112, 113, 109, 108, 107, 110(P), 99(P), 500, 500/873, 499, 498, 497, 496, 495, 672, 674, 675, 676, 692, 691, 690 of village Joragadia and meets at the point 'F' i.e. junction of 690 plot of Joragadia and 233 plot of village Kishorechandrapur.

F-G-H-I: Then line FG passes along the eastern boundary of plot nos. 233, 229, 227, 230, 231, 232 of village Kishorechandrapur and then boundary of plot 723/870 & 870, 725, 753, 754 and 755 of village Joragadia and meets at point "G" i.e. quarto-junction point of village Joragadia, Padmabatipur, Kurian & Nakeipasi. The line GH passes along the acquired boundary of Padma Block of village Nakeipasi and meets at point H i.e. junction of village Joragadia and Nakeipasi at Plot no. 294. The line HI passes along the boundary of land acquired in village Nakeipasi under Padma and Ananberini block and meets at the point "I" the junction point of village Nakeipasi and Danara.

I-J-K-L: The line IJ passes along the southern boundary of village Nakeipasi and meets at Point "J" i.e. tri-junction point of village Nakeipasi, Damol and Danara. The line JK passes along the southern boundary of Nakeipasi and meets at point "K" i.e. tri-junction of village Nakeipasi, Damol and Prasannanagar. The line KL passes along the common boundary of village Nakeipasi and Prasannanagar and meets at Point "L" i.e. tri-junction of point of village Nakeipasi, Saranga and Prasannanagar.

L-M-N-O: The line L-M passes along the village Southern boundary of village Saranga towards western side and meets at Point "M" i.e. tri-junction point of village Saranga, Niladripur and Prasannanagar. The line M-N passes along the common boundary of village Niladripur and Prasannanagar and meets at point "N" i.e. tri-junction of village Teleipasi, Niladripur and Prasannanagar. The line N-O passes along the common boundary of village Tileipasi and Prasannanagar and meets at Point "O" i.e. tri-junction of point of village Tileipasi, Satyabadipur and Prasannanagar.

O-P-Q-A: The line O-P passes along the common boundary of village Satyabadipur and Prasannanagar and then of village Solada and meets at point "P" i.e. tri-junction point of village Satyabadipur, Solada, Tileipasi. The line P-Q passes along the common boundary of

village Tileipasi and Solada and meets at point "Q" i.e. tri-junction of point of village Teleipasi, Solada and Khajuria. The line Q-A passes along the common boundary of village Khajuria and Solada and meets at Point "A" i.e. the Starting Point.

[F.No. 43015/28/2010-PRIW-I]

A. K. DAS, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 अक्टूबर, 2012

का. आ.3298.—केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में भारत के राजपत्र तारीख 07-04-2012 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. 1245, तारीख 23 मार्च, 2012 तथा भारत के राजपत्र तारीख 14-07-2012 में प्रकाशित अधिसूचना का. आ. 2315, तारीख 9 जुलाई, 2012 द्वारा संशोधित में निम्नलिखित रूप से संशोधन करती है, अर्थात्

उक्त अधिसूचना में शब्द “श्री अरुण कुमार तलवार, सक्षम प्राधिकारी, गुजरात स्टेट पेट्रोनेट लिमिटेड, 16, कृष्णा विहार, नारायण निवास के पास, गोपालपुरा बायपास रोड, जयपुर-302015” के स्थान पर “श्री अरुण कुमार तलवार, सक्षम प्राधिकारी, जीएसपीएल इंडिया गैसनेट लिमिटेड (जीआइजीएल), महेसुणा-भैंटिडा नेचरल गैस पाइपलाइन नेटवर्क, 16, कृष्णा विहार, नारायण निवास के पास, गोपालपुरा बायपास रोड, जयपुर-302015” शब्द रखे जायेंगे।

यह अधिसूचना जारी होने की तारीख से लागू होगी।

[फा.सं. एल-14014/39/2011-जीपी]

ए. गोस्वामी, अधर सचिव

#### MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 26th October, 2012

S.O.3298.—In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas vide S.O. No. 1245, dated 23-03-2012 published in the Gazette of India dated 07-04-2012; and subsequently amended vide S.O. No. 2315, dated 09-07-2012 published in the Gazette of India dated 14-07-2012; namely

In the said notification the words "Shri Arun Kumar Talwar, [R.A.S. (Retd.)], Competent Authority, Gujarat State Petronet Limited, 16, Krishna Vihar, Near Narayan Niwas, Gopalpura Bypass Road, Jaipur-302015" the words "Shri Arun Kumar Talwar, [R.A.S. (Retd.)], Competent

4012 9/7/2-17

Authority, GSPL INDIA GASNET LIMITED (GIGL), Mahesana-Bhatinda Natural Gas Pipeline Network, 16, Krishna Vihar, Near Narayan Niwas, Gopalpura Bypass Road, Jaipur-302015" shall be substituted.

This notification will be effective from the date of its issue.

[F. No. L-14014/39/2011-GP]

A. GOSWAMI, Under Secy.

नई दिल्ली, 26 अक्टूबर, 2012

**का. आ.3299.—केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में भारत सरकार के राजपत्र तारीख 07-04-2012 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. 1246, तारीख 23 मार्च, 2012 तथा भारत के राजपत्र तारीख 14-07-2012 में प्रकाशित अधिसूचना का.आ. 2314, तारीख 9 जुलाई, 2012 द्वारा संशोधित में निम्नलिखित रूप से संशोधन करती है, अर्थात्;**

उक्त अधिसूचना की अनुसूची में स्तम्भ 1 में “श्री अरविन्द खेर, संयुक्त संचालक उद्योग, (वाणिज्य, उद्योग और रोजगार विभाग), मध्य प्रदेश सरकार, गुजरात स्टेट पेट्रोनेट लिमिटेड (मल्लावरम-भोपाल-भिलवाडा-विजयपुर नेचुरल गैस पाइपलाइन प्रोजेक्ट), सेक्टर-बी, 9/8 महाकाल वाणिज्य केन्द्र, नानाखेरा, उज्जैन-456010” के स्थान पर “श्री अरविन्द खेर, संयुक्त संचालक उद्योग, (वाणिज्य, उद्योग और रोजगार विभाग), मध्य प्रदेश सरकार, जीएसपीएल इंडिया ट्रान्सको लिमिटेड (मल्लावरम-भोपाल-भिलवाडा-विजयपुर नेचुरल गैस पाइपलाइन प्रोजेक्ट), सेक्टर-बी, 9/8 महाकाल वाणिज्य केन्द्र, नानाखेरा, उज्जैन-456010, (मध्य प्रदेश)” शब्द रखे जायेंगे।

यह अधिसूचना जारी होने की तारीख से लागू होगी।

[फा.सं. एल-14014/39/2011-जीपी]

ए. गोस्वामी, अवर सचिव

New Delhi, the 26th October, 2012

**S.O.3299.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas vide S.O. No. 1246, dated 23-03-2012 published in the Gazette of India dated 07-04-2012; and subsequently amended vide S.O. No. 2314, dated 09-07-2012 published in the Gazette of India dated 14-07-2012; namely:—**

In the said notification in the schedule in column 1 for the words "Shri Arvind Khare, Joint Director Industries, Commerce, Industry & Employment Dept., Government of Madhya Pradesh, Gujarat State Petronet Limited (Mallavaram-Bhopal-Bhilwara-Vijaipur Natural Gas Pipeline Project), Sector-B, 9/8, Mahakal Vanijya Kendra,

Nanakheda, Ujjain-456010 (Madhya Pradesh)" the words "Shri Arvind Khare, Joint Director Industries, Commerce, Industry & Employment Dept., Government of Madhya Pradesh, GSPL INDIA TRANSCO LIMITED (GITL), (Mallavaram-Bhopal-Bhilwara-Vijaipur Natural Gas Pipeline Project), Sector-B, 9/8, Mahakal Vanijya Kendra, Nanakheda, Ujjain 456010 (Madhya Pradesh)" shall be substituted.

This notification will be effective from the date of its issue.

[F. No. L-14014/39/2011-GP]

A. GOSWAMI, Under Secy.

नई दिल्ली, 26 अक्टूबर, 2012

**का. आ.3300.—केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में भारत के राजपत्र तारीख 07.04.2012 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. 1245, तारीख 23 मार्च, 2012 तथा भारत के राजपत्र तारीख 14.07.2012 में प्रकाशित अधिसूचना का.आ. 2315, तारीख 9 जुलाई, 2012 द्वारा संशोधित में निम्नलिखित रूप से संशोधन करती है, अर्थात् ;**

उक्त अधिसूचना में शब्द “श्री अरुण कुमार तलवार, सक्षम प्राधिकारी, गुजरात स्टेट पेट्रोनेट लिमिटेड, 16, कृष्ण विहार, नारायण निवास के पास, गोपालपुरा बायपास रोड, जयपुर-302015” के स्थान पर “श्री अरुण कुमार तलवार, सक्षम प्राधिकारी, जीएसपीएल इंडिया ट्रान्सको लिमिटेड (जीआईटीएल), मल्लावरम-भोपाल-भिलवाडा-विजयपुर नेचुरल गैस पाइपलाइन नेटवर्क, 16, कृष्णा विहार, नारायण निवास के पास, गोपालपुरा बायपास रोड, जयपुर-302015” शब्द रखे जायेंगे।

यह अधिसूचना जारी होने की तारीख से लागू होगी।

[फा.सं. एल-14014/39/2011-जीपी]

ए. गोस्वामी, अवर सचिव

New Delhi, the 26th October, 2012

**S.O.3300.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas vide S.O. No. 1245, dated 23-03-2012 published in the Gazette of India dated 07-04-2012; and subsequently amended vide S.O. No. 2315, dated 09-07-2012 published in the Gazette of India dated 14-07-2012; namely:—**

In the said notification the words "Shri Arun Kumar Talwar, [R.A.S. (Retd.)], Competent Authority, Gujarat State Petronet Limited, 16, Krishna Vihar, Near Narayan Niwas,

Gopalpura Bypass Road, Jaipur-302015" the words "Shri Arun Kumar Talwar, [R.A.S. (Retd.)], Competent Authority, GSPL INDIA TRANSCO LIMITED (GITL), Mallavaram-Bhopal-Bhilwara-Vijaipur Natural Gas Pipeline Network, 16, Krishna Vihar, Near Narayan Niwas, Gopalpura Bypass Road, Jaipur-302015" shall be substituted.

This notification will be effective from the date of its issue.

[F. No. L-14014/39/2011-GP]  
A. GOSWAMI, Under Secy.

### श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 3 अक्टूबर, 2012

का. आ.3301.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डाइरेक्टर, नैशनल रिसर्च सेन्टर फार साइटरस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सी. जी. आई.टी./एन.जी.पी./25/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-09-2012 को प्राप्त हुआ था।

[सं. एल-42012/210/1999-आई आर (डी यू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

### MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 3rd October, 2012

S.O.3301.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/25/2000) of the Central Government Industrial Tribunal cum Labour Court, Nagpur as shown in the Annexure, in the Industrial dispute between The Director, National Research Centre for Citrus, and their workman, which was received by the Central Government on 25-09-2012.

[No. L-42012/210/1999-IR (DU)]

SURENDRA KUMAR, Section Officer

### ANNEXURE

#### BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/25/2000 Date : 07.09.2012

Applicant : Shri Ramashre Satairam Jaiswar, C/o. Sh. Arun Kaikade, 63-Swaroop Nagar, Near Swavlambi Nagar, Nagpur- 440 022.

Versus

**Respondent No. 1 :** The Director, National Research Centre for Citrus, Amravati Road, Nagpur-440 001.

**Respondent No. 2 :** The Assistant Administrative Officer, National Research Centre for Citrus, Amravati Road, Nagpur-440 001

**Respondent No. 3 :** Shri Rajendra S/o Deorao Done (Wrongly mentioned as Rajesh S/o Dearao Bhole in the statement of claim)

Aged about 26 years, Occ. Service, C/o Narendra Deorao Dhole, Swaroop Nagar, Nagpur,

### AWARD

(Dated : 7th September, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of N.R.C.C. and their workman, Shri Ramashre Jaiswar, for adjudication, as per letter No.L-42012/210/99-IR(DU) dated 27-01-2000, with the following schedule:

"Whether the action of the management of N.R.C.C., Nagpur in terminating of services of Shri Ramashre Jaiswar, Ex-Pump Operator w.e.f. 10.08-1997 is legal, proper and justified? If not, to what relief the said workman is entitled and from what date?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the applicant, Shri Ramashre Jaiswar ("the workman" in short), filed the statement of claim and the respondents No. 1 and 2 filed their joint written statement.

The case of the workman as projected in the statement of claim is that he is "Chamar" by caste and is a member of schedule caste and he is a skilled worker, holding the certificate of electrical dated 29-04-1989 issued by the Government and apart from the said certificate, he has also the certificate of pump operator issued by "Nagpur Electrical Works, South Ambajhari Road, Nagpur" for working as a pump operator from 01-01-1985 to 31-12-1985 and he is qualified to hold and perform the job of pump operator, besides to work as an electrician and on the basis of such qualifications, on 01-01-1991, he was appointed as a pump operator electrician by the oral order of the respondent no. 2 and during the tenure of his service, he used to sign the attendance duty register and from the

date of his appointment i.e. 01-01-1991, he worked continuously without any complaint till the date of his impugned illegal oral retrenchment on 10-08-1997. The further case of the workman is that at the time of his appointment, he was told that written appointment order would be given to him, after two years of service, when he would become a permanent employee and after two years of service, when he raised the demand, he was told that the officer, who had appointed him had already been transferred and the order of appointment would be given by the new officer and when the new officer joined, he pressed his demand for the written order of permanency, but he was assured that the same would be given to him after his completing the next three years of service under the supervision and control of the new officer and his demands for written order the appointment and permanency came to be turned down by the party no. 1 by one or the other reason and on 24-06-1995 an experience certificate was issued by the respondent no. 2 in his favour certifying of his working since 01-01-1991 in that office.

It is further pleaded by the workman that in April, 1997, he was informed by the respondent no. 2 that the department has decided to regularize his services according to the rule of law and for that he has to appear in the interview going to be held in the near future and he was also given the impression that he has to appear in the interview just to complete the formalities and he was made to understand that for the said purpose, he would be formally released from the job w.e.f. August, 1997 and thereafter, he would be given service with effect from 01-01-1999 retrospectively and without suspecting any foul play, he followed and complied the directions of respondent no. 2 and faced the interview held on 23-01-1998, but to his surprise, he was terminated from August, 1997 and on enquiry, it was revealed that he was replaced by respondent no. 3, who was declared as a new appointee, being declared successful in the interview and through he tried to put forth his grievances and the manner in which he was victimized, before the respondent no. 2 and other officers of respondent no. 1, none agreed to redress his grievances and such facts clearly show that he was illegally terminated from services by the respondents no. 1 and 2, only to defeat his claim of permanency in the services and as he had worked continuously w.e.f. 01-01-1991 till 10-08-1997, he had become permanent in the post and the termination of his services was illegal, as the same was an oral order and not followed by any reason, much less good reason and such termination was also illegal as no previous notice or notice pay was given to him.

The workman has prayed to quash and set aside the order of termination dated 10-08-1997.

3. The respondents' no. 1 and 2 filed a joint written statement and resisted the claim of the workman, Respondent no. 3 did not appear in the case.

In their written statement, denying all the allegations made by the workman in the statement of claim, respondents 1 and 2 have pleaded inter-alia that the National Research Centre for Citrus ("NRCC" in short) is a research institute having its farm on Amravati Road, Nagpur, where it carries on experimental and fundamental research on Citrus fruits in its orchards and the operation of research requires preparation of soil and the ancillary work of preparation of irrigation channel, basin cleaning, removal of weeds, cutting of wild grass etc. and such work is of seasonal in nature and therefore casual labour for the season are engaged for doing the work and since such post or engagement of such labours are not sanctioned by the Government, the work has to be got done through contract labours and their parent department, "the Indian Council of Agricultural Research" is under the Ministry of Agriculture, Government of India and as such, Rules, Bye laws and Regulations as well as service conditions and financial rules framed by the Government of India from time to time are applicable to their employees and the recruitment and regularization of their services are done as per the provisions laid down for Government Servants by the Government of India. The respondents 1 and 2 have further pleaded that in view of the above position, they had called quotations from different contractors for supply of skilled, semi skilled and unskilled labours and the contractors whose quotations were accepted were given contract for supply of such labours for a particular period and then they entered into written contracts with the contractors for supply of casual labours and they had got themselves registered under section 12 of the Contract Labour Act and the Assistant Labour Commissioner was being intimated as and when the contractor was changed and M/s. Vidharbha Security and Consultancy Services had undertaken to get the work done through its labourers and the contractor used to raise the bill monthly, on the basis of the man days and as against that bill, payment was made by them by cheque and form and out of this amount, the contractor used to pay the wages to the labourers engaged by him and the records in respect of the names of labourers as well as their attendance were maintained by the contractor and for the period in question, such records were in the custody of the respective contractors and none of those records was maintained by them and the labours engaged and deployed by the contractors, for all purposes were the employees of the contractors and there was no relationship of master and servant between them and such labourers and in view of such facts, it was necessary for the workman to make the contractor a party to the dispute and since they are not the employer of the workman, the reference is bad for non joinder of necessary party and the same is liable to be answered in negative.

It is further pleaded by the respondents 1 and 2 that the necessity of water for the purpose of watering the plants was being met from three bore wells, but sometimes when

water from the said borewells was insufficient, they used to make arrangements for water by fixing a pump in the pump house of Ambajhari lake and the pump house was being used at the time of scarcity i.e. in the summer season and for supplementing the requirement as and when necessary and as such, the work of the pump operator was never throughout the year and though they have sought for sanction of the post of pump operator since the beginning, the post was not sanctioned by the Government and therefore, for doing the work of pump operator, a skilled labourer having electrical knowledge was requisitioned to the already existing contractor, who was supplying other labourers and in these circumstances, the claim of the workman that he was employed and engaged by them is not true and they were not aware about as to whom the contractor had deputed or deployed to do the particular work and moreover, the contractor never supplied names of the labourers deployed by him had a post of pump operator was sanctioned vide order dated 16-05-1997 and after sanction of the post, advertisement for the post of T-1 Pump Operator was made in the local news paper on 06-09-1997 and at the same time, candidates were also called from the employment exchange, Nagpur, specially or schedule caste category, because the post which was advertised was reserved for schedule cast category and they received list of candidates from employment exchange and applications of the candidates made in response to the advertisement made in the newspaper and letters were sent to 11 candidates including the workman for a trade/written test and interview, which was fixed to 23-01-1998 and out of them, nine candidates attended the interview and the interview was conducted by the selection committee consisting of the Chairman i.e. the Director and five other members and on the basis of qualification and the interview, two candidates, namely Rajendra Deorao Dhone and Chandrakant N. Borkar were selected in order of merit, for the appointment as a pump operator and Rajendra Deorao Dhone, the respondent no. 3 stood higher in order of merit, so he was offered the post for appointment as a Pump Operator by order dated 31-01-1998 and he reported for duty on 12-02-1998 and as the appointment of the respondent no. 3 was made after his selection by the selection committee, his appointment cannot be challenged and the workman did not qualify in the interview and the written test and as such, he was not selected for appointment as a pump operator and the selection of respondent no. 3, Shri R.D. Dhone was made after following the procedure of recruitment of Government servant as laid down in the Recruitment Rules by the Government of India and since the contract of the contractor was terminated some time on 22-10-1997, the workman preferably/probably must have been withdrawn from work by the contractor and therefore, there was no question of termination of the services of the workman and the workman was never engaged by them and there was no relationship of employer and employee between them and the workman.

4012 ८७/१२-१८

and there cannot be an industrial dispute as contemplated under Section 2(K) of the Act and the claim of the workman that his services were terminated and that he was not given the benefit of his earlier service is devoid of merits and the reference is not maintainable and the workman is not entitled to any relief.

4. Besides placing reliance on documentary evidence, both the parties have led oral evidence in support of their respective claims. The workman has examined himself as a witness in support of his case. One Shri Pramod A. Chunchuwar has been examined as a witness on behalf of the respondents no. 1 and 2.

The workman in his examination-in-chief, which is on affidavit has reiterated the facts mentioned in his statement of claim. However, in his cross-examination, the workman has admitted that he knows Vidharbha Security Service, but he does not know if contract was given to Vidharbha Security Services to supply labourers on 01-11-1993. Though the workman has denied the suggestion that he was sent by Vidharbha Security Services in 1991 to work with NRCC, he has admitted that NRCC was paying the amount of his salary to Vidharbha Security Services and he had received his pay for six months from NRCC and thereafter he had received his pay from Vidharbha Security Services. The workman has also admitted that as per the advertisement in the news paper, he had submitted his application for the post of the Pump Operator and though his name was registered in the employment exchange, he was not called for through the employment exchange and Rajendra Dhone was appointed and he was not appointed.

5. Shri Pramod Anantrao Chunchuwar, the witness examined on behalf of the respondents no. 1 and 2 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. In his cross-examination, this witness has stated that the agreement dated 31-01-1991 was between NRCC and M/s. Vidharbha Security and consultancy services for supply of labourers to work in NRCC and the name of the workman was not in the agreement dated 31-01-1991 and no document has been filed by NRCC to show that the workman was engaged through the contractor. This witness has also admitted that the certificates dated 20-11-1993, Ext. I and dated 24-06-1995, Ext. W-II filed by the workman were issued by the management. The witness for the respondents no. 1 and 2 has further stated in his cross-examination that the copy of attendance sheet filed by the workman relates to M/s. Vidharbha Security Services and notice or notice pay in lieu of notice or retrenchment compensation was not paid to the workman, as he was supplied by the contractor and in the list of candidates interview for the post of pump operator, the name of the workman is at serial number nine and in the bio-data, it has been mentioned that the workman worked as electrician from 01-01-1991 to August, 1997 at NRCC, Nagpur.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman worked with the respondent no. 2 from 01-01-1991 to 10-08-1997 as a pump operator and during the said period of 7 years, no memo or charge sheet was ever issued against him and he had completed 240 days of work in every calendar year, but no retrenchment compensation was paid to him and as such, the termination of the services of the workman was illegal and the workman was appointed by the respondent no.2 on 01-01-1991 and he worked continuously till 09-08-1997, but the management of NRCC shown him as an employee of a contractor without his knowledge, which amounts to illegal change in service condition of the workman within the meaning of Section 9-A of the Act and the workman was working in the premises of NRCC for the management and under their supervision and the management shown him as the employee of the contractor only with the malafide intention to avoid to give the benefits of permanency to the workman and the services of the workman were terminated on 10-08-1997, without compliance of the provisions of Section 25-F and 25-G of the Act and at the time of the initial appointment, the workman was given the understanding that after three years of service from 01-01-1991, he would be made permanent, but even working for more than seven years continuously with NRCC, he was not made permanent in utter disregard to the provisions of law and NRCC has not produced a single document on record to show that the workman was an employee of the contractor and though in April, 1997, the workman was assured for regularisation, instead of regularisation, he was retrenched from services and the interview conducted by the management was just an eye wash and the workman was not selected by the management, as they wanted to appoint the person of their choice and the termination of the workman from services w.e.f. 10-08-1997 is illegal, arbitrary and ab-initio void and therefore, the workman as entitled to be reinstated in service with continuity and full back wages.

In support of such contentions, the learned advocate for the workman placed reliance on the decisions reported in 2011(5) Mh. L. J.-503 (Devinder Singh Vs. Municipal Council) and 2007 I CLR 460 (Gangadhar Balgopal Nair V. Voltas Limited and another).

7. Per Contra, it was submitted by the learned advocate for the respondents no. 1 and 2 that for performing seasonal nature of work, such as preparation of soil and its ancillary work of preparation of irrigation channels, basin cleaning removal of weeds of grass, cutting of wild grass etc, casual labourers were required to be engaged by the respondents no. 1 and 2 as post of casual labourers were not sanctioned, such works were got done through contract labourers and the respondents no. 1 and 2 had called for quotations from different contractors for supply all types of casual labourers and quotations of M/s. Vidharbha Security and consultancy services was accepted and the said agency was given

contract by entering into a written agreement signed on 31-01-1991, which was further extended from time to time and the post of T-1 pump operator was sanctioned by the Government by order dated 16-05-1997 and after following the due procedure of recruitment and selection, one Rajendra Dearao Dhone was selected and appointed against the said post and the workman was never employed by the respondents, but he was the casual labourer engaged by the contractor and deployed by him and the workman was not successful in the interview including in the written test, so he was not offered the post of pump Operator and it is clear from the evidence adduced by the workmen including his oral evidence that he was engaged by the contractor and after termination of the contract with Vidharbha Security and consultancy services, the contractor had withdrawn his labours including the workman w.e.f. 22-10-1997 and as the workmen was engaged through the contractor, he has no right to be continued in service of NRCC, in view of the decision of the Hon'ble Apex Court in the case of Secretary, State of Karnataka Vs. Uma Devi & others , reported in (2006) 4 SCC-1 and the workman is not entitled to any relief.

8. On perusal of the record including the evidence adduced by the parties, it is found that the workmen was engaged in NRCC from 01-01-1991 to 09-08-1991. Though, it is the claim of the workman that he was appointed by respondent no.2, the documents produced by himself and his admission clearly show that he was engaged and deployed by the contractor to work with the respondents 1 and 2 and he was a workman of the contractor. In support of his claim, the workman has produced Exts. W-I and W-II, the two certificates issued by the Asstt. Administrative Officer on 20-11-1993 and 24-06-1995. In Ext. W-I, it has been clearly mentioned that the workmen was working as a semi skilled contract worker (electrical) for the last three years through M/s. Vidharbha Security and Consultancy Services, Nagpur. In Ext. W-II also, it has been categorically mentioned that the workman was working as a semi skilled/ skilled electrician since 01-01-1991 and he was engaged through M/s. Vidharbha security and Consultancy Services, Nagpur. During the cross-examination of the witness examined on behalf of the respondents 1 & 2, reference was made to the chart of Bio-data of the candidates for the post of pump operator by the respondents no. 1 and 2. In the said document also, it has been mentioned that the workman worked as electrician from 01-01-1991 to August, 1997 at NRCC, Nagpur, engaged through contractor.

The workmen in his cross-examination has admitted that the management of NRCC was giving the amount of his salary to Vidharbha Security Service and he had received the pay for six months from NRCC and thereafter, he had received his pay from Vidharbha Security Services. The evidence produced by the workman clearly shows that he was a contract worker and he was engaged and deployed by M/s. Vidharbha Security and Consultancy

Services, Nagpur. In view of such facts, the submission made by the learned advocate for the workman that the management had shown the workman as an employee of the contractor, without the knowledge of the workman has no force.

It is also clear from the admission of the workman that the post of Pump Operator was sanctioned by the Government by order dated 16-05-1997 and to fill up the said post, due procedure of recruitment and selection was made by the respondents 1 and 2 and the respondent no.3, Shri Dhone was selected and appointed as the Pump Operator.

9. The expression "employed" used in S.2 (S) of the Act has two known connotations. The context would indicate that it is used in the sense of a relationship brought about the express or implied contract of service in which the employer render service for which, he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the term of the definition is that he should be employed to do the work in the Industry and there should be a relationship between the employer and him as between employer and employee or master and servant. Unless a person is thus employed, there can be no question of his being a workman within the definition of the term as contained in the Act. Where a contractor employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person.

In this case, as the workman was employed by the contractor, he cannot be said to be workman of the respondents 1 and 2, who had engaged the contractor to accomplish the work. Hence, there is no question of appointment or retrenchment of the workman by the respondents no.1 and 2. In the result, it is ordered:-

#### ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 3 अक्टूबर, 2012

का. आ.3302.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ जरनल मैनेजर टेलीकम्युनिकेशन, भोपाल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी./एल.सी./आर./104/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-09-2012 को प्राप्त हुआ था

[सं. एल-40012/98/1997-आई आर (डी यू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 3rd October, 2012

S.O.3302.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/104/98) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial dispute between the Chief General Manager, Telecommunication, Bhopal and their workman, which was received by the Central Government on 25-09-2012.

[No. L-40012/98/1997-IR(DU)]

SURENDRA KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/104/98

Presiding Officer : Shri Mohd. Shakir Hasan

Shri Thaan Singh,  
S/o. Shivcharan  
R/o Vill Bijora, PO Batkal,  
Distt. Sehore (MP)

...Workman

*Versus*

Chief General Manager,  
Telecommunication, M.P. Circle,  
Hoshangabad Road,  
Bhopal

...Management

#### AWARD

Passed on this 29th day of August 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-40012/98/97/IR (DU) dated 13-5-1998 has referred the following dispute for adjudication by this tribunal:—

"(1) Whether the action of the management of Chief General Manager Telecommunication in terminating Shri Thaan Singh S/o Shivcharan w.e.f. Sept.88 is justified? If not, to what benefit the workman is entitled for?

(2) Whether the Deptt. of Telecommunication is termed as an Industry or not? If not, to what benefit they are entitled for?"

2. The case of the workman in short is that Shri Thaan Singh was working on muster roll under the direct control of S.D.O. Telephone, Sehore since 1986. It is stated that he worked in the year 1986 for 78 days, in 1987 for 352 days and in 1988 for 242 days. He was suddenly terminated from services w.e.f. Sept. 1988 without giving any notice in violation of the provision of Industrial Dispute Act, 1947 (in short the Act, 1947). Similarly situated persons approached the Hon'ble Administrative Tribunal and the management was directed to take them in employment. The service record of the workman is available at Shajapur

Division. It is submitted that the termination of the workman be declared illegal and the workman is entitled to be regularized in service.

3. The management appeared and filed Written Statement in the reference case. The case of the management, inter alia, is that as per record, the alleged workman was never engaged by the management. The claim of the regularization of the workman does not arise. Under the circumstances, the workman is not entitled to any relief.

4. On the basis of the pleadings of the parties, the following issues are framed for adjudication—

- I. Whether department of Telecommunication is termed as Industry or not?
- II. Whether the action of the management in terminating Shri Thaan Singh w.e.f. Sept. 1988 is justified?
- III. To what relief, the workman is entitled?

#### 5. Issue No. I

There is no pleading of the management that the Department of Telecommunication is not an Industry nor any such question is raised by the management. This shows that there is no dispute that the Department of Telecommunication is not an Industry. Accordingly this issue is decided.

#### 6. Issue No. II

According to the workman, he worked, from 1986 to Sept. 1988 with the SDO, Telephone, Sehore. It is stated that he worked more than 240 days in twelve months preceding the date of reference and his service is termed as continuous for a period of one year. He had been terminated without notice and therefore there is violation of the provision of Section 25-F of the Act, 1947. On the other hand, the management contended that he was never engaged on muster roll by SDO.T, Sehore.

7. The workman is examined in the case. He has supported his case in examination-in-chief which is given by way of affidavit. In cross-examination, he has stated that he cannot say that what is written in his affidavit. He cannot also say that whether it is rightly written or not. This itself shows that affidavit of evidence given by the workman is not supported by the workman. His evidence cannot be relied that he worked with SDO Telephone, Sehore.

8. The workman has also filed certain documents and the same is admitted by the management which are marked as Exhibit W/1 and Exhibit W/2. Exhibit W/1 is the implementation order of Hon'ble CAT, Jabalpur Bench, passed in OA No.411 of 1990 and 12 others. This is filed to show that similar casual labours were taken in employment after order of the Hon'ble CAT. But it does not show that the alleged workman was also working with SDO

Telephone, Sehore. This implementation order is not helpful to the workman. Exhibit W/2 is the letter dated 9-11-2000 of Asstt. General Manager (HRD), Bhopal to verify the names of the list of casual labours. But this list does not disclose the name of the alleged workman. Thus it is clear from the evidence of the workman that there is no evidence to establish that the workman was ever worked with the management on casual basis.

9. On the other hand, the management has examined one witness. The management witness Shri A.K. Saxena is Divisional Engineer (Administrative) at Bhopal. He has stated that no record is available at SDOT, Sehore to show that he was ever engaged there. The claim of regularization is baseless. This witness was not posted at Sehore and he has deposed on the basis of record that there is no record of this alleged workman of this work. Thus the evidence of the management also shows that he had not worked with the management. This issue is decided against the workman and in favour of the management.

#### 10. Issue No. III

On the basis of the discussion made above, it is clear that the action of the management is legal and justified. The alleged workman is not entitled to any relief. The reference is accordingly answered.

11. In the result, the award is passed without any order to costs.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2012

का. आ.3303.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, श्रम और रोजगार मंत्रालय के प्रशासकीय नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसके न्यूनतम 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतदद्वारा अधिसूचित करती है:

शाखा कार्यालय, कर्मचारी राज्य बीमा निगम, बीकानेर।

[सं. ई-11017/1/2006-रा.भा.नी.]

चन्द्र प्रकाश, संयुक्त सचिव

New Delhi, the 4th October, 2012

S.O. 3303.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended 1987) the Central Government hereby notifies following office under the administrative control of the Ministry of Labour & Employment, at least 80% Staff whereof have acquired working knowledge of Hindi:—

Branch Office, Employees' State  
Insurance Corporation, Bikaner

[No. E-11017/1/2006-RBN]

CHANDRA PRAKASH, Jt. Secy.

नई दिल्ली, 8 अक्टूबर, 2012

का: आ.3304.—औद्योगिक विवाद अधिनियम 1947( 1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड अहमदाबाद के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायलय अहमदाबाद के पंचाट (संदर्भ संख्या 230/2004 पुराना न. 159/1999) प्रकाशित करती है जो केन्द्रीय सरकार को 1-10-2012 को प्राप्त हुआ था

[सं. एल-30011/47/99-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 8th October, 2012

**S.O. 3304.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 230/2004, Old No. 159/1999) of the Central Government Industrial Tribunal/ Labour Court Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Indian Oil Corporation Ltd (Gujarat) and their workman, which was received by the Central Government on 1-10-2012.

[No. L-30011/47/99-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Binay Kumar Sinha,  
Presiding Officer,  
CGIT-cum-Labour Court,  
Ahmedabad, Dated 10th September, 2012

Reference: CGITA of 230/2004

Reference: ITC. 159/1999 (Old)

1. The Senior Terminal Manager,  
Indian Oil Corporation, Ltd.  
Sabarmati Terminal, Sabarmati,  
Ahmedabad, (Gujarat).

2. The Executive Director,  
Indian Oil Corporation Ltd.,  
Indian Oil Bhawan,  
G-9, Ali Yavar Jung Marg,  
Bandra (East), Mumbai.

4812 9/12/19

3. Shri S.B. Banzara & Co,  
Vakil Chawl, Naroda Road,  
Ahmedabad, (Gujarat).
4. Shri Sudalai,  
35, Shubh Laxmi Co. Op. Society,  
IOC Road, Sabarmati,  
Ahmedabad, (Gujarat).
5. Shri Thankanadhan,  
Labour Supplier, Nr. 'D' Cabin,  
P.O. Railway Colony,  
Ahmedabad, (Gujarat).  
(Deleted as per application of S.P.  
Ext. 6 (an order passed dated 24.11.1999).
6. Sarva Sidhi Corporation, Ahmedabad
7. Nagar Industrial Security Service,  
Ahmedabad .
8. Alerts Security Services (Gujarat),  
Ahmedabad, Ltd.
9. M/s. House Keeping & Allied Services  
Ahmedabad-380008. ....First Parties

And

(Their workman 30 in number  
As per Annexure attached to Ext. 1)  
Represented by General Secretary,  
Gujarat Petroleum Employees Union,  
434/46, Gandhivas Naka,  
Gujarat Stadium Road, Sabarmati  
Ahmedabad (Gujarat).

....Second Party

For the first party No. 1 & 2: Shri M.J. Sheth, Advocate  
Mrs. Meenaben Shah,  
Advocate

For the first party No. 3 to 9: None

For the second party/Union: Smt. Ashaben Gupta,  
Advocate

#### AWARD

As per order No. L-30011/47/99/IR (M), New Delhi dated 02.11.1999, the Appropriate Government/Ministry of Labour, Government of India, Shram Shakti Bhavan, Rafi Marg, New Delhi-110 001 considering the Industrial Dispute exists between the employers and their workmen, in exercise of powers conferred by clause (d) of sub section (1) and sub section 2 (A) of Section 10 of the ID Act, 1947, referred the dispute for adjudication to Industrial Tribunal, Ahmedabad (Gujarat), formulating the terms of reference under the schedule as follows.

#### SCHEDULE

“Whether the demand of Gujarat Petroleum Employees Union that the so called contract arrangement in Indian Oil Corporation Ltd. in which Shri Munuswamy Arumugam and 29 others (as per list attached) engaged in 'sham and bogus' arrangement and the concerned employees be

treated in direct employment in IOC Ltd, Sabarmati Terminal from the date of engagement with all consequential benefits in legal and justified? If so, to what relief the workman concerned are entitled from which date?"

(2) Consequent upon notice issued upon the parties the first parties employer and the second party union appeared and filed pleadings in this case. The second party union filed statement of claim at Ext. 2 on 24-11-1999 and also filed Ext. 3 application for interim relief on the same date 24-11-1999 and an affidavit of one of the workman Siraj Ahmed Wajid Ali at Ext. 4 in support of interim relief application and production of document by the second party union at Ext. 5. The first Party No. 1 and 2 (IOC Ltd.) filed written statement/reply at Ext. 8 with respect to interim relief application of the second party union (Ext. 3). Its reply was filed on 13-12-1999 and its copy supplied to the second party union. An affidavit of Deputy Manager (Admn.) Shri Vijay Kumar Meena was filed at Ext. 9 in support of written reply at Ext. 8 on interim relief. The first party No. 3 M/s. S.B. Banjara & Company also filed written statement/reply at Ext. 10 in connection with interim relief application of the second party union vide Ext. 3 This written reply of first party No. 3 is dated 13-12-1999 and Ext. 11 is affidavit of B.O. Banjara owner of S.B. Banjara & Company in support of written reply Ext. 10. The first party No. 4 M/s Sudalai filed written statement/reply to Ext. 3 which is at Ext. 12 and his affidavit in support of Ext. 12 is at Ext. 13 Besides the written reply of first party No. 1,2,3 and 4 as above on the interim application Ext.3, the first party No. 1 & 2 (IOC Ltd.) submitted main written statement to the statement of claim Ext. 2 at Ext. 72 which is dated 25-02-2002. First party No. 4 M/s Sudalai also filed written statement at Ext. 74 to the statement of claim Ext. 2 which is dated 18-02-2002. First part No. 8 Alerts Industrial Security Services filed its written statement on 04-10-2001 which is at Ext. 69. The first party No. 3 S.S. Banjara and first party No. 6, 7 and 9 have not filed written statement to the statement of claim Ext. 2.

(3) The case of the second party/union as per Ext. 2 statement of claim is that union had earlier filed Special Civil Application No. 2234 of 1999 before the High Court of Gujarat on the ground of bogus and sham arrangement of employing the contract labour by the Indian Oil Corporation Ltd. Sabarmati Terminal against the provisions of contract Labour (Regulation & Abolition) Act, 1970 and the workman employed under the sham arrangement are indeed and infact direct employees of the Indian Oil Corporation Ltd. annexing list of 30 employees giving the particulars of their names, designation and date of joining. The present reference is in respect of 30 employees whose names are mentioned in the annexure attached separately to the statement of claim. Further case is that the workmen involved in this case are working as Clerks, Peon, Helper, Attendants, Helpers, Khalasis, Mali, and Sweepers. Further case is that these employees have been working under the direct control and direction of the Indian Oil Corporation

Ltd. and they are performing the job of permanent and perennial nature as loading and unloading of barrel, transhipment of wagons, cleaning of pitwell, unloading of wagons, cleaning of pump house and as peons, Laboratory attendant, technician, helper, car-painter, plumber etc. The workman have been also performing the job of removing leakage in pipes in the operational area and also doing the sweeping job. And that clerical categories of employees are performing the duties of maintaining the official records and bills. Further case is that no contractor has obtained any license under the provisions of the contract Labour (Regulation & Abolition) Act, 1970 and that those workman have been working continuously and uninterruptedly for more than 10 years. Further case is that the Principal Employer (IOC Ltd.) has not registered its establishment under the provisions of contract Labour (Regulation & Abolition) Act, 1970. Further case is that the so called contractors did not also obtain license. Further case is that as per list of the workman annexed some of the workmen are working for more than 20 years continuously. Further case is that the Contract Labour (Regulation & Abolition) Act, 1970 came into the effect in the year 1970 but the Principal Employer (IOC Ltd.) has not obtained any registration certificate and the contractors have not obtained any license to carry on the work as labour contractor. Whereas the contract labour system continued in the Indian Oil Corporation Ltd. in violation of the provisions of law and under sham arrangement. Further case is that one so called contractor had deposed earlier before the Industrial Tribunal that he himself was working as Safai Kamdar and so there was no question of any genuine and real contract system under the provisions of contract Labour (Regulation & Abolition) Act 1970. Further case is that the workman who work for more than 20 years as contract labour have practically ruined their whole life, in aspiring regularisation and grant of other benefits at par with their counterpart regular and permanent employees of IOC Ltd. But the action of IOC Ltd is harsh and also against constitutional mandate which prohibits traffic in human being and forced labour. The workman involved are being paid below the minimum rates of wages. On these scores prayer has been made by the union to declare and hold that the employees listed at Annexure of the reference and statement of claim are the employees of the IOC Ltd. and are entitled for consequential benefits including time scale of pay, incremental benefits, gratuity, provident fund and all other perks and perquisites at par with the regular employee. And with further relief for grant of fringe benefits which are admissible to the permanent employees of the Indian Oil Corporation Ltd. and also to any other relief to which the workmen involve are found entitled.

(4) The case of the (I.O.C.Ltd.) principal employer, first party No. 1 and 2 as per written statement at Ext. 72 pleading inter-alia is that the corporation has awarded the contracts to various contractors after following due procedures of

tendering being followed in the corporation and that the corporation possess valid certificate of registration under the Contract Labour (Regulation & Abolition) Act, 1970, for engaging contractors in its establishment at Sabarmati. And that the Appropriate Government has at no point of time, prohibited the establishment from engaging contract labour in the jobs in which the present workmen are engaged. The corporation has also contended that the present reference against the corporation is not maintainable, since the persons shown in Annexure "II" to the order of Reference are/were never employed by the corporation and that, there being no relationship of employer and workmen between the corporation and the persons shown in Annexure "II" in the order of Reference and so the workmen/union seeking reliefs against the corporation is legally no maintainable and on these scores the reference is fit to be dismissed. Further contention is that the demands contained in the present reference is virtually for abolition of the contract given by the corporation to the first party No. 3 and 4 which is outside the jurisdiction of this Tribunal under the provisions of the Industrial Disputes Act, 1947.

Whereas the dispute of abolition of the contract system is within the purview of the Contract Labour (Regulation and Abolition) Act, 1970 and, therefore the authorities appointed under the said Act are the competent authority to decide the dispute regarding abolition of contract system. Further contention is that the union itself had submitted an application before the authority appointed under rule 25(2) (v) (a) and (b) of the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the Deputy Chief Labour Commissioner (Central) Mumbai, contending inter alia that the workmen employed in Indian Oil Corporation Ltd., Sabarmati, Terminal, Sabarmati, Ahmedabad through the contractors were performing same/similar kind of work as the workmen directly employed by the Principal Employer i.e. IOC Ltd. but not getting same pay as that of regular workmen. During the course of hearing of the said application, the evidence of the workman employed through the contractors as well as of the Principal Employer were recorded and the Deputy Chief Labour Commissioner (Central) has decided the case holding that the responsibility of regular workmen of the Principal Employer i.e. IOC Ltd. is far superior than of contract workmen. However, the wages paid by the contractors to their workmen were revised under Rule 25 (v) (b) of the Central Rules, 1971, effective from 1st December-2000. Further contention is that the authority appointed under the Contract Labour (Regulation & Abolition) Act, 1970 having decided and raised the wages of the workmen employed by the contractors, the union is now estopped from challenging the contracts given by the corporation as sham and bogus. Whereas the authority appointed under the said act has determined the contracts as genuine and revised the wages and so the reference is not maintainable

and is fit to be rejected. The case of the corporation is that the corporation is issuing tenders for awarding contracts of various works to be performed by the contractors. In pursuance to the tenders issued by the corporation the contractors are filling the said tenders and after scrutinizing the same the corporation is finalizing the job contract and for that work, the order are being issued to the contractors. The corporation is a registered establishment under the provisions of the contract labour (Regulation and Abolition) Act, 1970 and the contractors to whom the contracts are given are also having valid licenses, if, they are engaging 20 or more persons. Further contention is that the Contractor M/s. S.B. Banzara & Company, first party No. 3 and M/s Sudalai & Company first party No. 4 were given job contracts by the corporation after filling tender procedure prevailing in the corporation. The contractor M/s. Sudalai & company had obtained license under the aforesaid Act, however, the contract with M/s. S.B. Banzara & company first party No. 3 had come to an end, the corporation had given a contract to M/s. Alert Industrial Security Agency (Gujarat) Pvt. Ltd first Party No. 8 who engaged less than 20 persons to carry out jobs and so the license under the said Act is not required to be obtained by them. So there is no employer employee relationship between the corporation and the persons shown in Annexure "II" in the order of reference. The corporation have denied the allegation made in para 1 to 10 of the statement of claim also denying emphatically that the appointment of contractor is sham and that it is camouflage in order to deny the persons engaged by the contractors proper payment of wages and allowances as is paid to similarly placed regular workmen of the corporation. Also denying that the workman involved are direct employees of the corporation. Rather contention is that those workmen are being employed by the contractors first party employer No. 3 (now No. 5) and No. 4. It has also been denied that the workmen involved are working under the direct control and directions of the corporation. It has also been denied that they are performing the job of perennial nature. Further contention is that the workmen involved are working continuously and uninterruptedly for more than 10 years is not known to the corporation and if they are at all employed, they are the employees of the contractors. It has been denied such allegation that the contract labour system continued in the corporation is in flagrant violation of the provisions of law and is sham appointment and there is/was no genuine and real contract. It has been denied that the contractors had not obtained any licenses as required under the said CLR Act. It has been stated that the first party No. 3 nor first party No. 5 used to employ less than 20 workmen, the license under the said Act was not required to be taken by them. Para 7 of the statement of claim has also been denied and it has been stated that the contractors, who is employing more than 20 persons have obtained the valid license, while the contractors who is engaging employees below 20 are not

required to obtain the license and the authorities prescribed under the said CLR Act, 1970 has also stated that since the said contractor is employing less than 20 workmen no license is required to be obtained. The averments in para 8 and 9 of the statement of claim have been denied. On these scores prayer has been made that the corporation has given contracts to the contractors and they are genuine contracts and not sham and bogus contracts as alleged and so the union is not entitled to get any relief in this reference case and so the same deserves to be rejected with costs.

(5) The contention of first party No. 4 M/s. Sudalai is that out of the workman shown in Annexure-2 of the statement of claim the names of workmen mentioned at serial No. 1 is dead now and out of the remaining workman mentioned at serial No. 2 to 6, 8 to 13, 15 and 17 to 19 are working with this first party No. 4 and the remaining workmen shown in Annexure-2 are not its workmen with whom there is no master and servant relationship. Further contention is that the first party No. 4 is a separate distinct legal entity and it is taking contract from various parties including IOCL. And that it has no connection with the Indian Oil Corporation except the work contract awarded to this first party No. 4 and that the authority appointed under the Contract labour (Regulation and Abolition) Act, 1970 has issued a license dated 8th July, 1997 to this first party No. 4 for employing the contractual labour in the IOCL if the number exceeds 20 or more. Also denying that the workmen working under work contract are the employees of the first party No. 1 and 2 (Principal Employer). Further case is that during pendency of this reference the second party had submitted an application under Rule 25 (2) (v) (a) and (b) of the Rules under Contract Labour (Regulation and Abolition) Rules, 1971 before the Deputy Chief Commissioner of Labour (Central) at Mumbai, by making application No. 3 of 1999 dated 4th February-1999 wherein the employees of several contractors of the first party No. 1 (percent second party) had put up a demand that the employees of the several contractors of the first party No. 1 are doing permanent nature of work of the Indian Oil Corporation, Sabarmati, Ahmedabad but not getting same pay as that of regular workmen and prayed to consider their application under Rule 25 (2) (v) (a) of the said rules and that after hearing all the parties the Deputy Chief Commissioner of Labour (Central), Mumbai, passed an order dated 22, December-2000 rejecting the demand of union rule 25 (2) (v) (a) of the Rules but directed that the employees of the contractor should be paid Rs. 50/- more in addition to existing salary paid to him and so the same demand raised in the present reference by the second party is not tenable. The case of the first party No. 4 is that it is a separate legal distinct entity and it is doing the business of contractor and the authorities have issued license for employing contractual labour in the IOCL by issuing license dated 8th July-1997. Further contention is that it has entered into a contract with the first party No. 1 since long for

doing contract work on terms and condition mentioned therein and that this party had taken a contract for grass cutting and cleaning of road, etc. Subsequently in the year 1997 the contract for cleaning and maintenance of work of terminal and loading and unloading of tank/truck at IOC, Sabarmati, has been taken from first party No. 1 And that first party No. 1 pays the amount as per the bills raised by this first party No. 4 from time to time as per the terms of contract. And that this first party No. 4 is paying wages to its workmen after making the statutory deductions. This first party No. 4 had demanded in 1992 from the Provident Fund Authorities for a separate code but the authority directed to deduct and deposit the amount in P.F. code No. GJ 19388 of the first party No. 1 and accordingly the provident fund is deducted from the wages of the workmen employed by the first party No. 4 and deposited in the provident fund account of the first party No. 1 Further contention is that this first party No. 4 had entered into a genuine contract with the first party No. 1 in writing and all the allegations regarding sham, bogus etc. arrangement are not true and the second party will have to prove the same. It had denied the allegations of the union/second party that the contractors are working without license and first party No. 1 had no registration under the CLR Act, 1970. First party No. 4 had denied the allegations made in the statement of claim parawise and had also denied allegation that the arrangement made between IOC and first party No. 4 is sham and camouflage contract in order to deny the benefits to the persons engaged by the contractor. It has also been denied that the 30 employees whose names mentioned in the Annexure attached to the statement of claim are working as clerks, peons, helpers, sweepers, khalasi, malis, welders etc. It has also been denied that those workmen were/are working under the direct control and supervision of IOC and they are performing the job of permanent and perennial nature. On these score prayer has been made that the union is not entitled to any of the relief prayed for in para 11 of the statement of claim and that reference is fit to be rejected.

(6) The case of first party No. 8 Alert Industrial Security Agency, Gujarat is to the effect that the union/workmen have no valid cause of action and the reference is not maintainable and the reference is barred by lapse of time. This first party No. 8 had also denied the allegations made in the statement of claim parawise. Its case is that the IOCL (first party No. 1) awarded the work contact to it on 01-08-2000 and the contractor's workmen who were also working under M/s. Banzara (1st party No. 3) continued to work under its work contract as per interim order of the tribunal regarding continuing the works of the workmen and that this first party No. 8 continued his contractual work up to 31-03-2001. It has been denied that the workmen were under direct control of the IOC. The case of this first party No. 8 is also that on completion of job orders payment was raised through bills and the payment were made by

the IOC to this contractor and the contractor was paying the wages to the employed contractual workmen as per rules after deduction.

(7) Originally when the dispute was raised and the reference was received for adjudication by the tribunal, the workman involved in this case are said to be employee of the two contractors S.B. Banzara and Company (first party No. 3) and M/s Sudalai first party No. 4. It may be noted here that the work contract with S.B. Banzara and Company first party No. 3 was come to an end on 31-12-1999. Thereafter the work contract was awarded to other contractors for which parties filed application for impleading new contractors. Though no specific orders were earlier passed by the tribunal for impleading newly contractor but since application had been filed for impleading those contractors as first parties to this reference and there had been no any objection for their impleadment by the union/workmen and so other contractors first party No. 5 to 9 are also impleaded in this reference case except first party No. 5 Shri Thankanadhan, Labour Supplier who had been impleaded but its name was deleted in filing application by second party at Ext. 6 followed by an order passed on 24-11-1999. Thereafter during pendency of this reference case the name of other contractors Serv Siddhi Corporation, Ahmedabad, Nagar Industrial Security Services Ahmedabad, Alerts Security Services, Gujarat, Ahmedabad and M/s House Keeping and Allied Services Ahmedabad have come before this tribunal by filing application/pursis for impleading them as party.

(8) Along with the statement of claim at Ext. 2 the union/second party also filed an interim application at Ext. 3 stating therein almost similar facts as that of statement of claim in Ext. 2 and making prayer for an interim order restraining the 1st parties IOCL and its contractors from terminating/discontinuing or otherwise discharging the services of the workmen listed in the Annexure annexed to the statement of claim. So presently workmen involved in this case are continuing except workman at serial No. 1 Munnyswami Arumugam who died during pendency of this reference and his widow Anjali was substituted as per order below Ext. 66 passed on 23-10-2001 on filing of substitution application with death certificate etc. The first party No. 1 filed written statement at Ext. 8 in reply to interim application (Ext. 3) by the union/workman denying the allegations made in interim relief application and also denying that the workmen involve are the direct employee of the company rather asserting that they are contractual employees and they are working as employee of the contractors M/s Banzara and Company and M/s Sudalai who have been given job orders under the contract and they had engaged those workmen for performing the job contract works. Also denying that the union/workman had got prima-facie case and that balance of convenience lies in favour of union and that union/workman are going to suffer irreparable loss. This written statement on matter of interim application

4012 60712-20

of the union was filed by Vijay Kumar Meena, Deputy Manager Administration who also filed affidavit in support of this written statement at Ext. 9. The first party M/s S.B. Banzara and Company also filed written statement at Ext. 10 to the interim relief application of union (Ext. 3) asserting that the workman at serial No. 20 to 30 are its workmen who were engaged by this first party No. 3 and has denied relationship of master and servant and has asserted that this first party No. 3 had entered into genuine contract with first party No. 1 in writing and the allegation regarding sham, bogus arrangements are incorrect and the union had made frivolous allegations, without any proof. Then first party No. 3 had also denied that the union has got prima-facie case and that the union is going to suffer irreparable loss and that no balance of convenience lies in unions favour. The written statement of first party No. 3 has been supported by affidavit of the proprietor B.O. Banzara at Ext. 11. Further first party No. 4 Sudalai also filed separate written statement at Ext. 12 in connection with the interim relief application of the Union at Ext. 3 taking the grounds that this contractor (immediate employer) has engaged the workmen at serial Nos. 2 to 6, 8 to 10, 12 to 16, 18 and 19 for the works for performing of the contractual job assign to this contractor by the principal employer IOC. And that this first party No. 4 had entered into written contract since 1991 with the first party No. 1 and works as per the terms contained therein. And this first party No. 4 had obtained required license since long under the provisions of Contract Labour (Regulation and Abolition) Act 1970. And that the first party No. 4 gets the amount as per the bills raised by this contractor from time to time as per the terms of contract and in turn the first party No. 4 pays wages to the workmen. Further contention is that the second party union has made frivolous allegations of sham and bogus contractual system and the same being camouflage. This first party No. 4 had also contended that none of the ingridience of prima-facie case, balance of convenience and irreparable loss are available to the union for issuance of interim relief as prayed for. Shri S. Sudalai owner of S. Sudalai and Company has also filed affidavit dated 13-12-1999 at Ext. 13 in support of the written statement at Ext. 12

(9) The union in support of the statement of claim at Ext. 2 filed 7 documents through list Ext. 5 which are Ext. 5/1 to 5/7. Ext. 5/7 is the copy of case law reported in 1995-1 LLN 683 (Madras High Court). On behalf of the first party No. 4 Sudalai as many as 5 documents submitted under the list Ext. 91 which are Ext. 91/1 to 91/5 which are income tax returns forms in the year 1999-2000, 2001-2002, 2002-2003, 2003-2004, 2004-2005. The Second party workman/union also produced 24 documents as per list Ext. 32 on 3-01-2000 which are treated as Ext. 31/1 to 31/24. The first party No. 1 and 2 (IOCL) produced 28 documents *vide* Ext. 78 (list) on 21-10-2002 on the list the second party had made objection for accepting those documents except document at serial No. 15 has not been objected however the second party

union has taken objection on acceptance of documents produced by first party No. 1 and 2 but those documents have been filed during pendency of this reference case and much prior to leading evidence by the parties in this case. So all those documents at Ext. 78 are fit to be accepted for perusal in this case. On behalf of the first party No. 1 and 2 two documents were produced on 10-11-2003 at Ext. 88 and were not objected regarding such production by the second party/union. So, those documents are also to be accepted for perusal in this case as documentary evidence. Further 5 documents were produced by the first party No. 4 on 15-09-2004 *vide* Ext. 91. Even there had been no order passed by the Court/Tribunal who was at that time in sesin of the case record, but since documents had been produced by the first parties so those documents are also fit to be accepted for perusal as documentary evidence in this case in connection with deciding the issues involved in this case. Likewise on 15-09-2004 *vide* Ext. 92 the first party No. 1 and 2 submitted 76 documents which were not objected by the second party union for its production and so ever no order of the Tribunal/Court had been passed on 15-09-2004 those documents can be accepted for perusal as documentary evidence for deciding the connecting issues involved in this case. On the same date on 15-09-2004 through a separate list Ext. 93 11 documents were also produced by the first party No. 1 and 2 which were also not objected by the union. So these documents at Ext. 93 are also fit to be accepted for perusal as documentary evidence. On 15-02-2006 35 documents were produced by the first party No. 2 *vide* list Ext. 97 though there is no order earlier passed by the Tribunal who was in sesin of the case for production being allowed and recorded on these scores only those documents cannot be ignored from consideration as documentary evidence. So those 35 documents at Ext. 97 are allowed to be perused and considered as documentary evidence. Further on 26-04-2006 three documents were produced by the first party No. 1 and 2 through a list on Ext. 98 which are wage register of first party No. 3 and were not objected for exhibition by the second party union. Though the first party No. 3 is presently not represented by any lawyer, so on this ground alone those documents cannot be ignored to be considered and perused as documentary evidence in view of the issues involved in this case. And more so, the workmen who are said to be working under first party No. 3 as contractual workers are still continuing in the works as per subsequent job contracts awarded to the other contractors impleaded in this case. So documents at Ext. 98 are also fit to be considered as documentary evidence on behalf of the first party. On the same date on 26-04-2006 29 documents were produced as per list Ext. 99 since the case was running for hearing and so the parties to the case were at liberty to produce the documents without any order for production for the purpose of supporting their respective case. So documents at Ext. 99 are also fit to be perused and considered as documentary evidence on behalf of the first

party. Vide Ext. 100 (a list) 26 documents were produced on 26-04-2006 on behalf of the first party are also fit to be perused and considered for the issues involved in this case, for the reasons noted above. On behalf of the first party No. 4 Shri Sudalai 70 documents were produced on 03-05-2006 *vide* (a list) Ext. 101 and for arriving at decision in the connected issues involved in this case these documents are also fit to be perused and considered and no formal proof of these documents are required because second party/union had also filed several documents as per list which were considered as documentary evidence on behalf of the second party union whereas the second party union were not asked to lead evidence for the formal proof of those documents further on 17-05-2006 29 documents were produced by the first party at Ext. 104 (list). Since case was pending for hearing, so the parties to the reference case had right to file documents upon which they supposed to rely upon. On 17-05-2006 the first party No. 4 also produced 433 documents under (a list) Ext. 105 since first party No. 4 is party to this reference case and it is immaterial whether the first party No. 4 is now contesting this reference case or not but the documents can be filed for considering those documentary evidences in support of the contention/case of the first party No. 4 as per written statement Ext. 74. So those documents are also accepted for its perusal and consideration for deciding issues involved in this reference case. It may be noted here that all these documents up to Ext. 105 had been filed on behalf of the first party before leading oral evidence on behalf of the first party Nos. 1 and 2 and union had every liberty to question about those documents by cross-examining the first party witnesses at Ext. 108. The first party has also produced three documents as per Ext. 112 on demand made by the second party/union and so those documents are also fit to be perused and considered and there is no need for formal proof as to who has prepared the same and who has maintained on whose instruction, those objection raised by the second party/union having no merit. There is no requirement of leading evidence on three documents as per Ext. 112. The objection raised on behalf of the second party union during final hearing of this case that those documents produced by the first party Nos. 1, 2, 3 and 4 are not fit to be considered has no leg to stand because those documents have been produced much earlier prior to conclusion of the final hearing in this case and it is immaterial whether the tribunal who was in sesin of the case when those documents were produced has not passed any order but since those documents has been produced which had been incorporated in proceeding order and the second party union had not made any objection on production of those documents at that time. And so the prayer, of the second party union for not accepting those documents on behalf of the first party for its consideration in the connecting issues involved in this case are rejected. The case law relied upon by union reported in AIR 1982 Gujarat 214 is in connection with strict proof in criminal case which is not

applicable in the instant reference case in connection with Industrial dispute. And more so there is no observance of strict proof as per evidence Act in acceptance of documents in Labour laws cases. The another case law AIR 1971 S.C. 1865 relates to not dispense with its proof on mere marking of documents in Civil Suits relative to mortgage bond. The facts of given case law is not applicable in the instant reference case. The second party union has also submitted several documents and its formal proof had been waived and the union had not been asked to lead evidence for proving those documents and those documents produced on behalf of the union are also to be perused and considered in connection with the issues involved in this case. Likewise the documents produced on behalf of the first parties and number of documents comes about 743 documents as per submissions made on behalf of the second party union, during final hearing are also not required for its formal strict proof which had been done in the case of second party on production of the documents. The second party union had also produced several documents without specific order of the Court/Tribunal for its production rather the second party union have produced those documents of their own accord for supporting their stand taken in the statement of the claim at Ext. 2. Likewise the first parties have also filed those documents to support its stand taken in its respective written statement at Ext. 72, 74 and 69 together with the stand taken in the preliminary written statement at Ext. 8, 10 and 12 in connection with interim relief application at Ext. 3 of the second party. The S.P. produced Xerox of visitor card as per list on 15.10.2011 which was marked Ext. 127. The 1st parties also produced 4 documents with list Ext. 122 and were marked Ext. 123 to 126.

(10) It may be noted here that as per order passed on 21.07.2000 below Ext. 44 the status-quo order earlier granted from time to time has been extended until further order and workmen are continued even after job contracts are awarded to other contractors after expiry of the earlier contract awarded to contractors particularly 1st party No. 3 and 4. In this case besides the documentary evidence produced on behalf of the parties two witnesses on behalf of the second party union have been examined. At Ext. 76 one of the workman Siraj Ahmed has been examined and cross-examined. At Ext. 90 another workman V. Mayor have been examined and cross-examined. At Ext. 108 on behalf of the first party No. 1 and 2 Mr. Durga Ajmera has been examined and cross examined 1st party No. 3 to 9 have not examined witness.

(11) Upon consideration of the pleadings of the parties together with oral and documentary evidence adduced on behalf of the parties, the following issues are taken up for consideration and determination in this case.

#### ISSUES

- (I) Whether the reference is maintainable?
- (II) Have the union/second party valid cause of action to raise dispute?

- (III) Whether the contract given to first party No. 3 and 4 by the first party No. 1 IOCL were/are sham and bogus contract? Whether the first party No. 1 and 2 are carrying on sham and bogus contract system in the organization to defeat the right of workman involved in this case?
- (IV) Whether the workmen involved in this case are employed by IOC (principal employer) or by the contractors first party No. 3 and 4?
- (V) Whether there is master and servant relationship between IOC (first party No. 1 and 2) and the workman involve in this case?
- (VI) Whether the demand of the union for treating the workman involve in this case as employee of IOCL is legal and justified?
- (VII) Whether the second party union is entitled to relief as claimed for declaration that workman involved are employees of the IOCL and are entitled for all consequential benefits at par with the regular employees of the IOCL?

- (VIII) What orders are to be passed?

#### (12) ISSUE No. III & IV

These issues are taken together as they are interlinked. Some of the admitted facts in this case are that workmen shown from serial No. 20 to 30 Annexure-II attached to the reference order dated 12-11-1999 and in the list Ext. 5 produced by the second party union at serial No. 6 to be read as Ext. 5/6 similarly workmen's from serial No. 20 to 30 have been shown working under the contractor S.B. Banzara Labour contractor IOCL, Sabarmati Terminal Ahmedabad. The workman from serial No. 1 to 19 appearing at Annexure-2 of the order of reference and also Ext. 5/6 the list of workmen supplies by the second party workman are shown working under the contractor S. Sudalai, Civil haulage contractor. That means workmen serial No. 1 to 19 are working under the contractor S. Sudalai (first party No. 4) and No. 20 to 30 i.e. 11 workmen were working under the contractor B.O. Banzara first party No. 3. Since the first party No. 3 had deployed only 11 workmen as contractual worker in the premises of IOCL, Sarbarmati Terminal so as per provision of the contract labour (Regulation and Abolition) Act, 1970 no license is required to be obtained by the contractor who deployed in the premises of the principal employer less than 20 worker. Annexure-A attached Ext. 10 the interim written statement of M/s S. Banzara and Company in connection with interim relief application (Ext. 3) of the second party union, it is very much clear that the Regional Labour Commissioner (Central) Ahmedabad vide its letter dated 28-07-1997 addressing to the contractor M/s S.B. Banzara and Company (first party No. 3) corresponded to him that the "Contract Labour Act applies to the contractor who engaged 20 or more than 20

workmen on any of the preceding 12 months whereas you (addressing to S.B. Banzara) have engaged maximum 12 workmen for handling the work in IOCL, Sabarmati, you are not supposed to obtain any license under the Contract Labour Act, 1970". So first party No. 3 (labour contractor) was not required to obtain license under the aforesaid Act. More so, as per admitted situation first party No. 4 S. Sudalai is said to have employed only 19 workmen including Munnyswami Arumugam shown at serial No. 1 who is now dead and his widow substituted *vide* Ext. 67 so in view of the aforesaid letter of the RLG in true sense first party No. 4 was also not required to obtain license under contract labour (Abolition and Regulation) Act, 1970 as he has employed less than 20 workmen for contractual work in the premises of the IOCL Sabarmati Terminal, as helper, sweeper, mali and khalasi etc. But S. Sudalai (first party No. 4) had obtained license from the proper authority, officer of RLC (Central) issued to him dated 08.07.1997 issued by Assistant Labour Commissioner, Ahmedabad. License was issued to S. Sudalai for cleaning and maintenance works in the premises of IOCL Sabarmati Terminal, the copy of the license dated 08.07.1997 issued to first party No. 4 has been attached with the written statement Ext. 74 as Annexure-A and thereafter the first party used to renew license year to year up to 07.07.2002. The letters issued from the RLC office Ahmedabad to S.B. Banzara and Company dated 28.07.1997 as Annexure-A and Ext. 10 and Annexure-A dated 08.07.1997 attached to Ext. 74 written statement of S. Sudalai clearly go to show that the license dated 08.07.1997 was issued to the S. Sudalai Civil and haulage contractor for work of cleaning and maintenance work at IOCL Sabarmati Terminal was granted after considering first party No. 4 to be a genuine contractor of the principal employer IOCL Terminal Sabarmati. Had there been any smell of sham and bogus contractual arrangement the office of the Regional Labour Commissioner (Central) Ahmedabad who is authority under the contract labour (Regulation and Abolition) Act, 1970 would not have issued license to S. Sudalai first party No. 4. Thereafter as per Annexure attached with Ext. 74 the license of first party No. 4 S. Sudalai was being renewed on yearly basis up to 07.07.2002 the evidence of the first party No. 1 and 2 witness Durga Ajmera at Ext. 108 is also in support of the fact that the genuine contractual system was going on in IOCL terminal Sabarmati for maintenance and cleaning works and for loading and unloading lubes etc. through the contractor S. Sudalai first party No. 4 and S.B. Banzara first party No. 3 respectively by issuing job contracts under the agreement. More so, the principal employer IOCL (first party No. 1 and 2) have also obtained registration certificate from the authority RLC office, Ahmedabad in the year 1997. It is also evident that after obtaining registration certification by the IOCL in the year 1997 the dispute was raised by the union regarding bogus and sham arrangement of contractual system having been a camouflage. It is not such position that during pendency of this reference case

as per reference order dated 02.11.1999 the principal employer IOCL had obtained the registration certificate from the authority concern for carrying on contractual work. The act of obtaining registration certificate by the principal employer before the dispute was raised set the matter at rest that the principal employer is carrying on contractual system of work without obtaining license. The second party union has itself produced the registration certificate granted to the principal employer (IOCL) dated 28.01.1997 from the office of Regional Labour Commissioner (Central), Ahmedabad which directed the principal employer to insure that the contractor should obtain valid labour license from this office under the Contract Labour Act. So, when the principal employer obtained registration certificate under the Contract Labour Act on 28.1.1997 therefore, the contractors S.B. Banzara first party No. 3 and S. Sudalai first party No. 4 also applied for license and S. Sudalai was granted license from the authority and first party No. 3 S.B. Banzara was informed that he had employed only 11-12 contractual workmen for work of cleaning and maintenance works in the premises of IOCL Sabarmati Terminal Ahmedabad, there was no need for obtaining license. This tribunal has to adjudicate upon evidence adduced on behalf of the both parties after raising of the Industrial Dispute and sending reference order for adjudication. Had there been a situation that the principal employer obtained the registration certificate during pendency of this reference case and likewise contractors first party No. 3 and 4 also tried to obtain labour license during pendency of the case there might have been probability of suspicious and question marked contractual system going on between the principal employer and the contractor calling it to be a sham and bogus contractual system or being camouflage but there is non of such contrary evidence on behalf of the first party. Even the union/second party could have not been able to establish through the oral evidence of the two workman Siraj Ahmed at Ext. 76 with respect to workers from serial No. 20 to 30 working under B.O. Banzara first party No. 3 and Vetrival Mayvan at Ext. 90 working under contractors S. Sudalai (civil and haulage contractor). Though these two workmen in their evidences have claimed that they have been directly working under IOCL and were/are not working under contractors S.B. Banzara and S. Sudalai first party No. 3 and 4. But in support of their such statements that they are directly working under the principal employer IOCL and not under immediate employer contractors. There is no any document to prove their such claim. No appointment letter was issued to these witnesses or other workmen of this case. The union has not produced any document to connect that the workmen's are not contractual worker rather are they working from the beginning under the direct control of the IOCL. The two witnesses at Ext. 76 and 90 have claimed that they and other workmen involved in this case are being paid by the principal employer and not by contractor. But no chit of paper has been filed to corroborate that they have been

directly paid by the principal employer for connecting them to be employee of the IOCL. The union has tried to rely upon the oral evidence of S. Sudalai given in reference ITC 775/80 (not connected with this reference) the so called evidence of Sudalai dated 06-05-1989 much prior to this reference case. The substance of the evidence of Sudalai is that he was working as a workman in the IOCL for cleaning work this does not go to connect that the job contract given to Sudalai by IOCL Terminal for cleaning work, in this case was sham and bogus contract. This can be examined from another angle that it may be possible that earlier Sudalai was a simple casual worker for being deployed for cleaning works in the IOC, Sabarmati Terminal but by lapse of time and by developing ability to become a labour supplier he might have started his own company of civil and haulage contractor in the IOCL and was obtaining the job contract from the IOCL and was deploying contractual workmen for cleaning the premises of IOCL terminal. On behalf of the union, Xerox copy of maintenance visitor card issued from IOCL, Sabarmati Terminal has been filed at Ext. 127/1. This does not also go to connect that the workmen involved in this case were direct employee of the principal employer IOCL. Had it been a fact that the workmen were direct employee of principal employer then the IOCL might have issued I-card to each of the workmen. But none of I-card has been produced on behalf of the union to substantiate the claim on behalf of the second party. On the contrary Ext. 127/1 the maintenance visitor card itself go to show that this card was issued to the contractors for deploying the contractual workmen for cleaning and maintenance works and this maintenance visitor card had to be returned to the security while leaving the premises. Whereas in case of issuing of I-card there could not have been any occasion for returning or depositing the I-card to the security while leaving the premises.

13. On behalf of the second party attention was drawn toward two affidavits of B.O. Banzara and S. Sudalai dated 21 December, 1999 filed in connection with reference ITC (old) 159/1999 where in the first Party No. 3 and 4 have stated that they have not filed written statement at Ext. 10 and 12 of their own accord rather those written statement of their affidavit have been prepared by the management of IOCL and their signature have been obtained by the officers of the IOCL. In those affidavits Banzara and Sudalai have stated at para 3 that the employees mentioned in statement of claim from serial No. 20 to 30 have been working in IOCL as helper, and the employees mentioned in statement of claim from serial No. 1-19 except 14 and 16 have been working in the IOCL and Sudalai has also stated that he had not obtained any license under the provision of Contract Labour (Regulation and Abolition) Act, 1970. Both Banjara and Sudalai have stated further that the wages of these employees are being paid by the principal employer and they are working under the supervision of officers of

4012 GD/12-21

principal employer. On the basis of two affidavits dated 21-12-1999 the second party union tried to impress upon and Jumping to the conclusion that the contract work system in the IOCL premises, Sabarmati terminal are camouflage and the contractual system is sham and bogus. These two affidavits of Banzara and S. Sudalai are marked Ext. 26 and 27 respectively. But subsequently first party No. 4 S. Sudalai also made counter affidavit to affidavit at Ext. 27 which is marked at Ext. 75 stating at para 2 that I am working as an independent contractor of the first party No. 1 since 1991. And that I had obtained required license since long under the Contract Labours Act at para 3 the state that he had filed affidavit dated 21-12-1999 at Ext. 27 under incorrect misrepresentation of Mr. J.S. Parasar, Secretary of the Gujarat Petroleum Employees Union and that he had not read over and said affidavit was also not explained to him and that the statement and facts stated in the said affidavit Ext. 27 are quite contrary to the facts as stated in the contract and the counter affidavit at para 4 he stated that the affidavit at Ext. 27 was wrongly drafted by Mr. J.S. Parasar and his signature was obtained on the basis of incorrect misrepresentation so first party No. 4 filed counter affidavit Ext. 75 to undo undue his so called affidavit at Ext. 27. First party No. 3 B.O. Banzara has not undo his so called affidavit dated 21-12-1991 Ext. 26 which can be inferred from the circumstances and the evidence adduced on behalf of the first party that the job contract awarded to first party No. 3 S.B. Banzara are had come to end on 31-12-1999. Thereafter new contractors were given job contracts due to which first party No. 6 to 9 were impleaded. There is evidence of the first party witness Durga Ajmera at Ext. 108 that the 11 workmen who were contractual workmen of S.B. Banzara earlier deployed for loading and unloading of lubes etc. are still continuing in the job though there is no job of loading and unloading of lubes in the IOC terminal Sabarmati but those 11 workmen are continuing as contractual workers due to continuance of interim order issued by the tribunal. So to my opinion the second party/union could not have gained through Ext. 26 and Ext. 27 to prove that sham and bogus contractual system is going on in the IOC terminal, Sabarmati.

14. On behalf of the second party/union through a list at Ext. 32, 24 documents have been produced on 03-01-2000. Ext. 32/1 is Xerox copy of certificate issued by S.B. Banzara and Company that Shri Siraj Ahmed Vajid Ali has been working since last-12 years at IOCL Sabarmati, Terminal under my contract. This go to prove that Siraj Ahmed who examined himself at Ext. 76 has been shown to be contractual workman of S.V. Banzara. Ext. 32/2 is the names of 12 workmen certified by Contractor S.B. Banzara dated 21-01-1999 that they have been employed as contractual worker for cartrig and clearing contract work at IOCL Sabarmati Terminal. Likewise the certificates issued by S.B. Banzara first party No. 3 at Ext. 32/3, 32/4 go to show that the workman are contractual workers. Ext. 32/5

and Ext. 32/6 are the 4 entry permit of IOC Ltd. Sabarmati to the contractual worker of S.B. Banzara. Likewise Ext. 32/7, 32/8, 32/9, 32/10, 32/11, 32/12 up to 32/14 go to connect that the workers are the contractual workers. Workmen involve in this case besides other workmen are the contractual workmen and the attendance of the contractual workers are marked by the contractor S. Sudalai first party No. 4. The correspondence made by Gujarat Petroleum Employees Union to the Terminal Manager at the Ext. 32/19 and the affidavits of Pandey Arvind Kumar Ram Chandra Nayak, Parmar Nagin Ram Chandra Rao and Ashok Kumar from Ext. 32/22 to Ext. 32/34 do not also go to connect that the workmen involved in this case are not contractual workers rather they are working under direct control of the management of IOC Sabarmati Terminal.

15. The second party union through evidence of the principal employer witness Durga Ajmera at Ext. 108 had relied upon some loose version of the witness Smt. Durga Ajmera and has tried to show that the contract system is sham and bogus the very perusal of the whole of the evidence of the management witness Durga Ajmera at Ext. 108 also taking into account her lengthy cross-examination by the second party lawyer. I do not find that some loose version in the evidence of management witness Durga Ajmera at Ext. 108 has taken away the entire case of the first party the principal employer first party No. 1 and 2 on one hand and the contractors first party No. 3, 4, 6, 7, 8 and 9 on the other hand that he principal employer IOC terminal Sabarmati is carrying on sham and bogus contractual system. These are only speculation of the second party that sham and bogus contractual system is going on in Sabarmati terminal but there is no any concrete basis for it, due to complete lack of evidence on behalf of the second party. I find that the second party/union has tried to take advantage of some loose version of witness at Ext. 108 showing some loop holes and tried to be generated through Ext. 26 and 27 two so called affidavit of B.O. Banzara and S. Sudalai that the workman's involved in this case are working under direct control of the principal employer IOCL Sabarmati Terminal which had been undone by filing of counter affidavit by the contractor at Ext. 75 to Ext. 27 and also detailed written statement by S. Sudalai at Ext. 74 supporting that he is a genuine contractor and that he has obtained license for deploying contractual labour in the premises of IOCL, Sabarmati Terminal and that bills are being raised on job performance by the contractual works and payment are made to the contractor by the principle employer and in turn the contractor used to pay the wages to the contractual worker after obtaining their signatures in token of payment in presence of the representative of the principal employer and that also attendance of the contractual employees are marked by the contractor.

16. Shri M. J. Sheth learned counsel for the first party has relied upon a case law Dinanath case in which their Lordship of the Apex Court have held that if no registration

certificate and no license obtained by the principal employer and the contractor, the contract for contractual work arrive between the principal employer and the contractor does not seem to be bad but the authority who is empowered to issue registration certificate and labour license can penalizing the employer and the contractor. On the other hand Miss Asha Gupta, learned counsel for the union/second party could not submit any befitting case law that prior to 1997 neither principal employer IOCL nor its contractor had obtained registration certificate and labour licence respectively for carrying on contractual work, then on these scores alone the contractual work for maintenance and cleaning awarded by the principal employer IOCL to the different contractor first party No. 3, 4 and so on so can be said to be a sham and bogus contract. On behalf of the first party No. 1 & 2 during midst of the argument Xerox copy of the minutes of the Central Advisory Contract Labour Board, on the subject 68th minutes on meeting of the Central Advisory Contract Labour Board held on 30/31-08-2007 at New Delhi had been filed on 18-04-2012 and its copy was received by Miss Asha Gupta, learned counsel for the second party union without endorsing any objection. In the minutes item No. 44 was consideration of the committee to go into question of Abolition of Contract Labour system in the establishment of Indian Oil Corporation Ltd., Sabarmati Terminal, Ahmedabad. It was decided by the Central Advisory Contract Labour Board "since most of the assurance given by the management have been fulfilled, it is felt that the issues may be closed". That clearly established that contractual labour system in the premises of IOCL Sabarmati Terminal has not been stopped rather it is going on fulfillment by all formalities by the principal employer IOCL Sabarmati Terminal. It has been further argued on behalf of the first party that existence of contract between the IOCL Sabarmati Terminal and the two contractors B.O. Banzara first party No. 3 and S. Sudalai first party No. 4 is established by the quasi judicial officers [Deputy Chief Labour Commissioner (Central) Mumbai] deciding the case filed union by order dated 22-12-2000.

17. The workman Siraj Ahmed in his evidence during cross-examination had admitted that he is working in loading and unloading in the premises of IOCL and the payment is made by the contractor to him. Another workman Vetrivel, his name appearing at serial No. 3 in the Annexures to order of reference and also in Annexure attached to statement of claim "no appointment order was given to him by IOC". He did not produce any document regarding wages paid to him by the IOC rather he admitted that he has been paid Rs. 150 as per order passed by the Deputy Chief Labour Commissioner (Central) Mumbai. Though he also claimed that he was promoted but no chit of paper or any connecting document has been filed for corroborating his such testimony. He is also claiming that he was working as peon and maintaining and keeping the office records in the officer of the IOC but as per contractual agreement

with Sudalai who was doing contractual job for cleaning of haulage inside the premises of Sabarmati, Terminal it cannot be inferred that a contractual workman was assigned the duty of office peon. In view of the clear cut evidence of Durga Ajmera at Ext. 108 that there are 61 regular IOCL Staffs working in the premises of Sabarmati IOCL terminal in different categories. Vide para 7 of affidavit she stated that 61 permanent employees are required to perform duties at Sabarmati Terminal and they have to distribute the oil stores through pipe lines at Sabarmati Terminal. After that she has stated it is to be distributed as per the requirement/demand of the customers. The work is done by the operators, chargeman and foreman who are permanent workmen employed by the IOCL. Vide para 8 she further deposed that for assigning job work to the contractor the IOCL calling tender from contractors and thereafter committee will decided to give the contract to the party who has quoted the lowest rate generally the contract is given for the fixed period but if the work of the contractor is found satisfactorily then from time to time contract will be extended. Vide para 10 the management witness has further stated that the contract of grass cutting and roads cleaning was given to Mr. Sudalai w.e.f. 01-10-1991 and the contract is continued till today and the workers of M/s Sudalai are performing the same duty since October, 1991, while the contract of loading and unloading lubes was given to M/s. Banzara, there is no lube at Sabarmati since 2007, but in pursuance of the stay granted by the tribunal the IOCL is compelled to continuing the contractual worker engaged by contractor Banzara. Further case is that the contractual work was assigned and supervise by Sudalai himself to the workers employed by him and payment was also made by Sudalai to his worker every month and the contractor Sudalai was deducting the contribution of P.F. from the wages of the worker employed by him w.e.f. 01.10.1991 and it was regularly deposited with the P.F. Commissioner Office. The evidence of the management witness vide para 23 is that it is not true that the workers of contractor Banzara are paid wages for the month of July-2000 and their wages paid by IOCL on 01.08.2000, contract was given to Nagar Industrial Security Service (first party No. 7) for the period 01.07.2000 to 31.07.2000 and for the month of July-2000 salary was paid by Nagar Industrial Security Services. It is true that w.e.f. 01.08.2000 Alert Industrial Security Services (first party No. 8) was given contract and Alert Security Agency has absorbed all the workers with Banzara and Nagar Industrial Security Service. Ext. 100/1 is the original statement of P.F. for the period August-2000 to February-2003 and Ext. 100/2, 100/3 and 100/4 are the copies of form 6-A for the period April-2000 to 31 March-2003. Ext. 100/5 to 100/26 are regarding the documentary evidence of Alert Industrial Security Agency regarding depositing of P.F. contribution and the Xerox copies of Challan for the period May-2001 to February-2003. The evidence of management witness at Ext. 29 is that the contract of House Keeping and Allied

Services (first party No. 9) is continued as per the direction of the tribunal and all the workers employed by Banzara are also continued in employment. Ext. 100/6 is the contract between IOCL and the Alert Industrial Security Agency dated 01.08.2000 signed by Mr. V.P. Mokakshi and Mr. C.R. Menon on behalf of the IOC. The management witness has denied vide para 28 of her affidavit stating it is not true that for the period January-2000 to June-2000 payment of workers made by Shift Incharge IOC are for this period the contract was given to M/s. Serve Siddhi Corporation (first party No. 6) and the payment was made by this contractor. Further evidence is that the workers of Sudalai and Banzara were performing similar duties and that the duties performed by the regular staff of IOCL Sabarmati, Terminal and the contractor's workers of Sudalai and Banzara are quite different. Further evidence at para 31 is that the permanent workers of the IOCL Sabarmati Terminal are given duties list in writing which is not given to workers of the contractor. Further evidence is that though the contractor workers are provided with the material by IOCL but the supervision is done by contractor. Evidence at para 33 is that still today the work of unloading lubes is not at all available and even than the contractor is compelled to pay wages to their workman. From such evidence of the management witness it go to show that contractual workers initially engaged by Banzara in unloading of lubes and those 11 workers were also engaged/absorbed by subsequent contractors in the job but even there is no job for unloading of lubes in the IOCL Sabarmati Terminal those contractual workers now continuing work under the subsequent contractors Serve Siddhi Corporation, Nager Industrial Security Service, Alert Security Services, House Keeping and Allied Service are even continuing as per interim order passed by the tribunal.

18. On behalf of the first party IOCL 28 documents through list Ext. 78 had been filed on 21.10.2002. These papers are regarding agreement between the S.B. Banzara and Company and IOCL, schedule of rates for cartage clearing contract with S.B. Banzara, correspondence made by S.V. Banzara to IOCL, sanction note from IOCL regarding revision of existing contract with S.V. Banzara, schedule of rates for House Keeping and tank wagon loading and unloading contract with S. Sudalai, work orders schedule for haulage/housekeeping, tank wagon loading unloading contract with M/s S. Sudalai terms and condition and specific instruction to S. Sudalai, copy of bills submitted by S. Sudalai for 01-04-2000, copy of bills submitted by S.V. Banzara for June, 1999 and November-99, copy of bills submitted by Serve Siddhi Corporation for April, 2000, copy of bills submitted S. V. Banzara for July, 1999. Registration certificate issued by Assistant Labour Commissioner dated 28-01-1997, details of personnel engaged by S. Sudalai details of personnel of haulage cleaning contract engaged by the Contractor S. Sudalai in which there is now only 15 workmens incorporated having with stamp and signature of Sudalai checked and verified by the Senior Terminal

Manager Ext. 78/17 is details of duties of workmen of haulage cleaning contract at Sabarmati Terminal in which the workman Vetrival appearing at serial No. 14 has been given nature of duty by S. Sudalai miscellaneous work of record room. Ext. 78/18 is the statement showing details of 11 workmen (serial no. 19 to 30) of the Annexure-2 statement of claim and also Annexure-II reference order. Ext. 78/19 to 78/21 are the licence and renewal of licence by the said Labour Commissioner (Central) to the contractor S. Sudalai, Ext. 78/23 is the copy of letter from IOCL to Assistant Labour Commissioner regarding application for renewal of licence to the contractors for the work of maintenance at Sabarmati Terminal which is dated 03-08-2002. Ext. 78/23 is the registration of Alert Industrial Security Service under Employees P.F. Act with certificate. Ext. 78/14 is a statement showing payment of wages, arrears and overtime wages for July-2002, Alert Security Services to the 11 workmen initially engaged by S.B. Banzara. Ext. 78/25 and 78/26 are the copy of form No. 12-A under employee P.F. Act regarding depositing amount by Sudalai and Alert Industrial Security Agency respectively. Ext. 78/27 is copy of statement showing wages paid by S. Sudalai to their workman for July-2002. Ext. 78/28 is work order to M/s. Alert Industrial Security Agency Gujarat (first party No. 8) dated 17.11.2001. Through Ext. 92 (list) first party No. 4 S. Sudalai produced 76 documents on 15.09.2004 which also go to prove genuine contractual system existing in the IOCL Sabarmati Terminal. Ext. 92/1, 92/2, 92/3 and 92/4 are the wage register of S. Sudalai regarding payment of wages by the contractor S. Sudalai to his workmen per month in presence of representative of the IOCL which is required Ext. 92/1 is wage register for the month of October-91 to March-94. Ext. 92/2 is wage register for the period April-1994 to December-1996. Ext. 92/30 wage register for March-2001 to November-2001 that go to connect a genuine contractual system prevailing for engaging contractual workman and on raising bills by the contractors. Principal employer paid the amount raised under the bill, then in turn the contractor S. Sudalai used to pay wages to his contractual workmen monthwise as per wage register in presence of representative of the principal employer which is required under the provision of the contract labour (Abolition and Regulation) Act, 1970. Through Ext. 93 (a list) first party No. 1 IOCL 11 documents were produced which are the correspondence made by the IOCL to the civil contractor S. Sudalai in different dates and years. Through Ext. 97 the first party No. 1 IOCL produced 35 documents (Ext. 97/1 to 97/35) which are correspondence made with the subsequent contractors House Keeping and Allied services agreement made with House Keeping and Allied Services, in order to prove that when the period of contractual work of one contractor comes to an end then another contractor come for that contractual works under terms of agreement with the principal employer IOCL Sabarmati, Terminal. Through Ext. 99 a list the first party No. 3 S.V. Banzara on 26.04.2006 produced 24

documents Ext. 99/1 to 99/24 which are connecting documents regarding payment of wages to the contractual workmen and deposit of the P.F. amount by the contractor S.V. Banzara of its contractual workmen in their P.F. account. Through Ext. 100 a list 26 documents were produced on 26.04.2006 on behalf of advocate of first party No. 3 which are mainly documents concerning the subsequent contractor Alert Industrial Security Agency first party No. 8 who had absorbed it workmen initially engaged by Banzara and company for contractual work in the premises of Sabarmati Terminal of IOC. Through Ext. 101 the first party No. 4 Sudalai produced, 17 documents at Ext. 101/1 to 101/17 which are original P.F. documents of M/s S. Sudalai w.e.f. October-1991 to May-2004. Ext. 98/1, 98/2 and 98/3 are the wage register of lubes contract M/s S.B. Banzara w.e.f. 01-10-1991 to 28-01-1993, 01-03-1993 to 31-07-1994 and 01-08-1994 to 31-03-1996 it go to connect that though the agreement with S.B. Banzara came to end on 31-12-1999, the 11 workmen employed by Banzara were being paid wages under the wage registers absorbed by other contractors through Ext. 112/1 and 112/2. The principal employer IOCL submitted fire pump log book for the period 13-10-2008 to 10-06-2009 and 29-01-2010 to 13-09-2010 for which the second party union had filed pursis for production of those documents, those documents contains details of the fire pump log sheets maintained by the regular staffs foreman, chargeman, supervisor etc. By this nothing could have been shown on behalf of the second party that this log sheets were/are being maintained by the contractor workmen. By filing pursis at Ext. 102 on behalf of the first party No. 1 dated 17.05.2006 it was intimated to the tribunal that the first party No. 1 who had earlier filed Xerox copy of the document is filing original documents regarding performance of contractual works by S.B. Banzara and S. Sudalai in the premises of the IOCL Sabarmati, terminal on raising objection by Advocate for the second party that original papers have not filed and copy of this pursis was received on behalf of the second party through Ext. 103. The first party lawyer Mrs. M. Shah prayed for adjournment for filing original documents thereafter through Ext. 104 dated 03-05-2006, 28 original documents were produced for connecting genuine contract by clearing and cratering etc. performed by S.B. Banzara and Company for which charges were paid by the principal employer IOCL to the S.B. Banzara first party No. 3. Through Ext. 105 list first party No. 1 have produced 431 papers/documents regarding lubes unloading at Sabarmati terminal at IOCL which are to the period 06-09-2001 M/s. S.B. Banzara and company had been given contract job assignment for loading unloading lubes and the contractor S.B. Banzara through its 11 workmen was performing the contractual job of loading or unloading lubes at Sabarmati Terminal.

19. The second party could not have been able to prove that the payment of wages was made to the workmen involved in this case who were working under contractor

Banzara (first party No. 3) and Sudalai first party No. 4 by the principal employer IOCL directly. On the other hand the oral evidence and the bulk of documentary evidences examined and discussed above clearly speak that a genuine contract system was going on by the principal employer for haulage cleaning, grass cutting works etc. through one contractor S. Sudalai and the unloading of lubes work was assigned to S.B. Banzara first party No. 3 and the agreements in between principal employer and the contractors were being renewed from period to period and the workman of this case were being paid wages by the contractors as per wage registers in presence of the representative of the principal employer which is also required under the provision of CLR Act. There is no iota of evidence to prove the allegation of the second party workman that contract given to the first party No. 3 and 4 by the first party No. 1 IOCL Sabarmati Terminal were/are sham and bogus contract or that the first party No. 1 and its officers were/are carrying on sham and bogus contract system in the organization to defeat the right of workman involved in this case. The right of the workman involved in this case was to get wages per month from their contractors in presence of the representative of the principal employer under the wage register by putting signature in token of getting the amount of wages after statutory deduction towards P.F. etc. The right of the workmen involved in this case have also not infringed/violated towards statutory deduction from their wages and for depositing the amount deducted in the P.F. The papers discussed above go to connect that the contractor were depositing the P.F. amount in the P.F. account regularly and after such deduction the remaining amount of the wages was being paid to the workman. The second party union had filed a case under the provision of CLR Act before the Chief Labour Commissioner (Central) Mumbai against the contractors S.B. Banzara and S. Sudalai doing contract work of the IOCL that was turned down by passing order in the year 2000 by the Chief Labour Commissioner Central Mumbai only order was passed for enhancing the wage of Rs. 50/- apart from the wages but the contractual workman are getting and accordingly, the contractors S.B. Banzara and S. Sudalai first party No. 3 and 4 were giving enhanced wages to the contractual workmen involved in this case. In that case the union had taken the plea that the contractors S.B. Banzara and S. Sudalai are giving less wages but there was no any grievance or allegation that the actually the less wages are being paid by the principal employer IOCL. More so, the contractual system prevailing in the Sabarmati Terminal of IOCL had not been challenged by the union before the Chief Labour Commissioner (Central) Mumbai. The case law relied upon by the second party reported in 1995 (1) LLN 683 (Madras High Court), the Xerox has been filed with the Annexure-7 along with the statement of claim Ext. 2 is not applicable in the instant case because the contract system prevailing in the IOCL Sabarmati Terminal was/is not showpiece or eyewash. Rather IOCL had entered in

genuine contract with first party No. 3 and 4 for cleaning works and unloading of lubes etc. at Sabarmati Terminal through contractual worker and for which bills were raised by the contractor to the principal employer and the principal employer was paying the amount of bills after due verification and in turns the contractors paying the wages to their contractual workmen under wage register, after making statutory deduction towards P.F. etc. So there is complete lace of loop holes to infer/guess regarding sham and bogus contract system. From the evidences scrutinised and discussed above, it is also proved without doubt that the workman involved in this case are not employed by the IOCL (principal employer) rather those are the contractors workers first party No. 3 and 4 who are still continuing their work even after going of previous contractor and incoming of new contractors for assigning the contractual works, subsequently by first party No. 6 to 9. The case law relied upon on behalf of the second party ONGC Silchar V/s ONGC contractual workers union reported in 2008 (II) CLR 988 is not applicable in the instant case in view of the overwhelming evidence adduced on behalf of the first party principal employer and the contractors that there was/is a genuine contract system going on and that board has not abolished labour contract system in the Sabarmati Terminal of IOCL and that the wages were paid by the contractors to the workmen involved in this case and were not paid by the IOCL. On the other hand the first party No. 1 and 2 have relied upon the case law of Secretary State of Karnataka and others V/s Umadevi (3) and others 2006 SCC (L & S) page 753, U.P. State, Electricity Board V/s Pooran Chandra Pandey & others 2008 (1) LLJ 1021 (SC), Official Liquidator V/s Dayanand and others 2009 (1) SCC (L & S) page 943. International Air Port Authority of India V/s International Air Cargo workers union 2003 (3) (L & L) 489 (SC) and General Manager (OSD) Bengal Nagpur Cotton Mills V/s Bharat Lal and others 2011 LLR 113 (SC). It has been argued that absorption regularisation, or permanent continuance of temporary, contractual, casual daily wager of adhoc employees appointed/recruited and continued for long public employment dehors the constitutional scheme of public employment. It has also been pointed out that the judgment passed in UP State Electricity Board and Puranchand Pandey and others has been held as per the judgment passed by 3 members full bench in the case of official liquidator V/s Dayanand and others 2009 Supreme Court cases (L & S) 443 wherein their Lordship have held that the judgment of constitutional bench in Umadevi case is binding on all courts including Supreme Court till same is overruled by larger bench. The attempt to dilute the rulings in Umadevi case by the suggestion in Pooran Chandra Pandey case that Umadevi case cannot be applied to case where regularization has been sought for in pursuance of article 14 held is obiter and the two judge bench in Pooran Chandra Pandey case had no occasion to make any adverse comment on the binding character of the constitutional Bench judgment in

Umadevi case the said comment and observation made in Pooran Chandra Pandey case should be read as obiter and neither be treated as binding by the High Courts. Tribunals and other judicial for as nor should they be relied upon or made the basis for bypassing the principles laid down in Umadevi case. The learned counsel for the first party has also cited the case law of GM ONGC Silchar and ONGC contractual workers union reported in 2008 LLJ 1071 equivalent 2008 to 2 CLR 988 cited on behalf of the second party union in the given case law the materials produced before the tribunal were considered and thereafter the tribunal had come to the conclusion (1). That there existed a relationship of master and servant (2). That there was no contractor appointed by ONGC. (3) That the ONGC used to supervise and allot works to individual workers. (4) That the ONGC took disciplinary action and called for explanations from the workers. (5) The workers were paid wages though they did not attend their duties due to Cachar bandh and due to flood. (6) The wages were paid direct to the workers by the acquaintance roll was prepared by the management to make payment to the workman. But in the instant case none of such materials is available to support that the workman involved in this case are under direct control and employment of the principal employer IOCL Sabarmati Terminal. Because as per evidence oral and documentary discussed in the foregoing paragraph it has been established that the workman involved are merely workmen of the contractor who had engaged them for assigning the contract job given to the contractor by the principal employer IOCL and that the contractors were/are raising the bills on completion of jobs and the principal employer on verification were/are paying the amount towards bill and then the contractors were/are paying the wages to the workers under the wage registers by obtaining their signatures in presence of representative of the principal employer which is required to be performed under the contract labour (Abolition and Regulation) Act, 1970. In the instant case the contractors were appointed by the IOCL and the contractors had labour licence issued from the authorities under the CLR Act the principal employer was also having registration certificate issued by the authority under CLR Act to engage labour contractor. The works of the contractor's worker were supervised by the contractors and it was never supervised by the principal employer IOCL. It was upon contractor to take disciplinary action and called for explanation from contractor's workers and the principal employer IOCL was not taking disciplinary action calling for explanation directly from the workers involved. The contractor workers were paid wages according to their attendance sheets maintained by the contractors and there is no case that the workers did not attend their duties and were paid wages by the principal employer. There is no

iota of evidence to show that the wages were paid direct to the workers by the principal employer IOCL. There is no any iota of evidence that the acquaintance roll, attendance register, wage register etc. was prepared by the management of IOCL there is no evidence that the management of IOCL used to make payment to the workmen. There is only one of occasion that when the contractor appointed by the principal employer IOCL left the contractual job then as per provision under Contract Labour (Regulation and Abolition) Act, 1970 the principal employer was bound to pay the wages for the month or so then the principal employer shall have right is deducting the amount from the contractors bills towards payment of wages to the contractor workman. So from examining the facts of this case and also considering the overwhelming evidence adduced on behalf of the first parties, I am of the considered view that there is no any occasion to hold as that of in the case of GM ONGC Silchar and ONGC contractual workers union that the contract given to the first party No. 3 and 4 by first party No. 1, IOCL were/are sham and bogus contract and that the principal employer is carrying on sham bogus contract system in the organization to defeat the right of workmen involved in this case. There is no evidence to hold that the workmen involved in this case are employed by IOCL Sabarmati Terminal first party No. 1 and 2. Rather there are overwhelming evidence to prove the workmen involved in this case are the contractual worker of the contractor's first party No. 3 and 4 who are continuing even by the subsequent contractors first party No. 6 to 9 due to the interim order continuing passed by the tribunal earlier. So issue No. 3 is decided in negative and issued No. 4 is decided in negative so far as principal employer concern but is decided in affirmative so far as contractor first party No. 3 and 4 subsequent contractors No. 6 to 9 are concerned.

#### (20) ISSUE NO. V&VI

As per findings given in the forgoing while para this deciding issue No. 3 and 4, I further find and hold that there is no master and servant relationship between the first party No. 1 and 2 IOCL Sabarmati and the workman involved in this case. This issue is decided against the second party union, I further find and hold that the demand of the union for treating workmen involved in this case as employee of IOCL is not legal and justified, in view of the findings given in the foregoing paragraphs while deciding issue No. 3 and 4.

#### (21) ISSUE NO. VII

As per findings given to the issue No. 3, 4, 5 and 6 in the foregoing paragraphs, I further find and hold that the second party union is not entitled to the relief for declaration that the workman's involved in this case are employees of

the IOCL and that the union/workman are not entitled for all or any consequential benefits at par with the regular employees of the IOCL Sabarmati Terminal.

#### (22) ISSUE NO. I & II

As per findings given in the foregoing paragraphs on deciding issue No. 3, 4, 5, 6 and 7, I am of the considered opinion and so further hold that the reference is maintainable and the union/second party has no valid cause of action to raise Industrial Dispute.

#### (23) ISSUE NO. VIII

Having come to the findings to the issues No. 1 to 7 in the foregoing paragraphs, this reference is devoid of merit and so it is dismissed on contest, however. No order as to cost.

The interim relief earlier granted in favour of the workmen involved in this case as per interim relief application Ext. 3 which is continuing until further order is vacated. On the basis of the interim stay order granted earlier the workman involved in this case are continuing as contractual workers even the previous contractor S.B. Banzara and S. Sudalai first party No. 3 and 4 had gone and the new contractors first party No. 6 to 9 have come. Now it will only upon discretion of the present contractors to continue or to discontinue the workers involved in this case because of vacating of the interim order on passing of the award regarding dismissal of the reference case on contest.

This is my award.

BINAY KUMAR SINHA, Presiding Officer  
नई दिल्ली, 8 अक्टूबर, 2012

का. आ.3305.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स नरेश कुमार एंड कम्पनी एवम सुकिन्डा क्रोमाइट माइन्स आफ टिस्को, जाजपुर, उड़ीसा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 54/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 1-10-2012 को प्राप्त हुआ था।

[सं. एल-29012/17/2010-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 8th October, 2012

S.O. 3305.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 54/2011) of the Central Government Industrial Tribunal/Labour Court Bhubaneswar-2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s.Naresh Kumar & Co. (P) Ltd & Sukinda Chromite Mines of TISCO, (Jajpur Orissa) and their workman, which was received by the Central Government on 1-10-2012

[No. L-29012/17/2010-IR(M)]  
JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

##### Present:

Shri J. Srivastava, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

#### INDUSTRIAL DISPUTE CASE NO. 54/2011

Date of Passing Order-24th August, 2012

##### Between:

1. M/s. Naresh Kumar & Co. (P) Ltd.,  
C/o Sukinda Chromite Mines of TISCO,  
At./Po. Kalarangia, Dist. Jajpur.  
2. The Deputy General Manager,  
Sukinda Chromite Mines of TISCO,  
At./Po. Kalarangia, Dist. Jajpur, Orissa.  
...1st party-Managements.  
(And)  
Shri Rushinath Dehury,  
C/o Shri Gurucharan Dehury,  
At. Gudisahi, Po. Muruabil,  
Via. Badasual, Dhenkanal-39  
...2nd Party-Workman.

##### Appearances:

	For the 1st party-
None	Management No. 1&2
None	... For the 2nd Party- Workman.

#### AWARD

Case taken up today before Lok Adalat. Both the parties are absent.

2. One Shri Rushinath Dehury has come up to this Tribunal/Labour Court for reinstatement in service against the management of M/s. Naresh Kumar & Co. (P) Ltd., Sukinda Chromite Mines of TISCO. At./Po. Kalarangia, Dist. Jajpur by filing the statement of claim in response to letter of reference bearing No. L-29012/17/2010-IR(M) dated 18-10-2011 received from the Government of India in the Ministry of Labour. The said workman was directed by this Tribunal to send a copy of the Statement of claim through speed post to the 1st Party-Management on 22-12-2011. Simultaneously the office was also directed to issue notice to the 1st Party-Management through registered post. But the 1st Party-Management No. 1 and 2 had failed to file any written statement despite sending notice. Hence the case was set ex parte against them on 28-6-2012 and the 2nd Party-workman was asked to adduce ex parte evidence on 23-7-2012. But the 2nd Party-workman has not adduced any evidence and even absented himself on the date fixed. It is revealed from the case file that both the parties have remained absent through-out the proceedings of the case.

Hence this case is decided without any evidence from either side.

3. The allegation of the 2nd Party-workman is that he had been continuously/uninterruptedly working as a labourer with M/s Naresh Kumar & Co. (P) Limited C/o. M/s. Sukinda Chromite Mines of TISCO, Sukinda, at./Po. Kalarangiatta, Dist. Jajpur from 2009 to 2010. The 2nd Party-workman along with some other workmen requested the Management to give salary as per revised pay scale, but the Management without fulfilling their demand vindictively retrenched them from service without any prior notice. In support of his claim the 2nd Party-workman has not adduced any evidence worth the name either oral or documentary. There is no proof that he was a workman under the management and he had put in continuous service from 2009 to 2010. It has also not been established that the 2nd Party-workman was retrenched without any just and proper cause and without complying the provisions of law. Hence no case is made out for his reinstatement in service and the claim is liable to be dismissed for want of evidence.

4. The reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2012

का. आ.3306.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स नरेश कुमार एंड कंपनी एवम सुकिन्दा क्रोमाइट माइन्स आफ टिस्को, जाझपुर, उड़ीसा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 29/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-10-2012 को प्राप्त हुआ था।

[सं. एल-29012/6/2011-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 8th October, 2012

**S.O. 3306.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 29/2012) of the Central Government Industrial Tribunal/Labour court Bhubaneswar-2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Naresh Kumar & Co (P) Ltd. & Sukinda Chromite Mines of TISCO, (Jajpur Orissa) and their workman, which was received by the Central Government on 1-10-2012.

[No. L-29012/6/2011-IR(M)]

JOHAN TOPNO, Under Secy.

## **ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
BHUBANESWAR**

### **Present :**

Shri J. Srivastava,  
Presiding Officer, C.G.I.T.-cum-Labour  
Court, Bhubaneswar.

**INDUSTRIAL DISPUTE CASE NO. 29/2012**

Date of Passing order—11th Setptember, 2012

### **Between:**

1. M/s. Naresh Kumar & Co. (P) Ltd.,  
C/o, Sukinda Chromite Mines of TISCO,  
At./Po. Kalarangiatta, Dist, Jajpur, (Orissa).
  2. The Deputy General Manager, Sukinda  
Chromite Mines of TISCO, At./Po. Kalarangiatta,  
Dist, Jaipur, (Orissa). 1st Party  
...Managements

(And)

## APPEARANCES:

- None ... For the 1st Party-Management  
No. 1 & 2.  
None ... For the 2nd Party-Workman.

## ORDER

The present reference was received in this Tribunal on 10.2.2012 from the Government of India in the Ministry of Labour. The party raising the dispute i.e. the 2nd Party-workman was to file his statement of claim within fifteen days from the date of receipt of the order of reference, but no statement of claim was filed by him within the stipulated time. Therefore a notice was issued to him to file the statement of claim by 5.4.2012, but no statement of claim was filed on that date, nor the 2nd Party-workman put in appearance in this Tribunal. On 9.5.2012 the next date fixed same thing happened. On 4.7.2012 an order was passed to issue notice through registered post calling for the 2nd Party-workman to file the statement of claim by 29.8.2012, but inspite of sending notice through registered post neither the 2nd Party-workman appeared nor filed any statement of claim. Now the case is being taken up for order today.

2. From the proceedings taken place in this case it transpires that the 2nd Party-workman is either not interested in prosecuting his case or the matter has been resolved amicably between the parties thereby inferring that there does not remain any dispute between the parties

to be adjudicated upon by this Tribunal. As such in the given set of circumstances no-dispute award is passed. The matter is sent back to the Government taking the reference to have been answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2012

का. आ.3307.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एस्सेल माइनिंग इंडस्ट्रीज लिमिटेड कार्यालय के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 22/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-10-2012 को प्राप्त हुआ था।

[सं. एल-27011/1/96-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 8th October, 2012

S.O.3307.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2001) of the Central Government Industrial Tribunal/Labour Court Bhubaneswar-2 now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of M/s. Essel Mining Industries Ltd. (Keonjhar) and their workman, which was received by the Central Government on 1.10.2012.

[No. L-27011/1/96-IR(M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

SHRI J. SRIVASTAVA, Presidiang Officer, C.G.I.T. cum-Labour Court, Bhubaneswar.

#### Tr. INDUSTRIAL DISPUTE CASE No. 22/2001

Date of Passing Award—22nd August, 2012

Between:

The Senior Vice-President, M/s. Essel Mining Industries Limited, Po. Barbil, Dist. Keonjhar.

... 1st Party-Management.  
(And)

The General Secretary, North Orissa Workers Union, Po. Rourkela-12, Dist. Sundargarh.

... 2nd Party- Union.

4012 9/7/12-23

#### Appearances :

Shri Subrat Ojha, Auth. Representative.	... For the 1 <sup>st</sup> Party-Management.
Shri B.S. Pati, General Secretary, North Orissa Workers Union.	... For the 2 <sup>nd</sup> Party-Union.

#### AWARD

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the employers in relation to the management of M/s. Essel Mining and Industries Limited and their workmen in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 vide their letter No. L-27011/1/96-IR(Misc.) dated 3-10-1996 in respect of the following matter:

“Whether the non-payment of wages on 29th & 30th May, 93 to 138 workmen by the management of Jilling Langlotta Iron & Manganese Mines of M/s. Essel Mining & Industries Limited, Po. Jajang, Dist. Keonjhar is proper and justified, if not what relief the workmen are entitled to”?

2. The 2nd Party-Union who espoused the cause of the workmen has filed statement of claim alleging that the disputant workmen as per list attached with the corrigendum dated 3-7-2002 were on duty on 29th & 30th May, 1993. Some outsiders and rival group came to work site and created law and order situation and disturbed the work and assaulted the staff of the establishment. The disputant workmen remained present till the end of the duty hours. The officers of the 1st Party-Management directed the workmen not to leave the work place till the end of the working hours and informed that all workers present at work site shall be paid their wages on the pay day at the week end. But the bill for 29th and 30th May, 1993 was not prepared on the pay-day and when the workers refused to receive the payment, the officers of the site asked them to receive the payment and said that the payment for the aforesaid days will be made after the sanction from the Head Office. Accordingly the workers received their payments. But later on the 1st Party-Management refused to pay the wages for 29th & 30th May, 1993 without any written order which is illegal and unfair. The workmen are entitled to receive the wages for the above two days with interest. The 2nd Party-workman raised the dispute through the General Secretary of the North Orissa Workers Union before the Assistant Labour Commissioner (Central), Rourkela who admitted the dispute for conciliation and when conciliation ended in failure the matter was referred by the Government for adjudication to this Tribunal.

3. The 1st Party-Management in its written statement has stated that the reference is not maintainable as the 2nd Party-Union has not established its bonafides to raise an industrial dispute on behalf of the concerned workmen.

The list of 138 workmen filed by the 2nd Party-Union is not correct. Out of 138, only 60 persons were the employees of the 1st Party-Management as per list annexed. There are names of 8 persons in the said list, who were employed much after 30th May, 1993. The list of those eight persons is also enclosed with the written statement. Even these 60 persons, besides other persons in the list of the 2nd Party-Union were not on duty on 29th & 30th May, 1993. The 2nd Party-Union has submitted a false claim with a view to blackmail the 1st Party-Management. It is not a fact that during duty hours on those days the rival group of workmen along with some outsiders entered inside the mines and disturbed/stopped the work and assaulted the staff of the establishment. It is also not a fact that they created law and order situation and threatened the workers with dire consequence if they resume their duty. The workers had struck work on 29th and 30th May, 1993 on their own accord despite persuasive/persisting notices being issued by the 1st Party advising them not to strike. In any case the Management is no way responsible or connected with the situation as to take blame. The allegation that the disputant workmen were generally prepared to discharge their duties, but they could not do so as the Management could not give the necessary assistance and protection to them is not true and the 2nd Party-workmen is put to strict proof of the same. None of the workmen though the case is confined to 60 only were on duty on the relevant days. If the workmen chose to remain absent from duty they would not be entitled for wages. No assurance or promise in any manner was given to them to the effect that their wages would be paid after sanction from the Head Office. The 1st Party-Management is fully justified in its action in not paying wages to which they are not entitled since the workers have not earned wages because of their absence from duty. Therefore, they are not entitled to any claim made.

4. In the rejoinder filed by the 2nd Party-Union it has been stated that unruly workers of the rival group resorted to strike and with the help of some outsiders they threatened the willing workers of the 2nd Party-Union with dire consequence and also assaulted staff of the establishment. The 1<sup>st</sup> Party-Management under pressure from the members of the rival group of workers has taken shelter of falsehood for the purpose of this case.

5. On the pleading of the parties the following issues were framed.

### ISSUES

1. Whether the reference is maintainable?
2. Whether the Union has *locus-standi* to take up the dispute of the 2nd Party-workmen?
3. Whether the non-payment of wages on 29th & 30th May, 93 to 138 workmen by the management is proper and justified?

4. If not what relief the workmen are entitled to?

6. The 2nd Party-Union examined three witnesses namely Hiralal Tanti as W.W.-1, Shyam Sundar Barik as W.W.-2 and Tankadhar Ghana as W.W.-3 and relied upon one document marked as Ext.-A and A/1.

7. The 1st Party-Management adduced evidence of 11 witnesses namely M.W.-1 Niraj Agarwal, M.W.-2 Kulamani Mahakud, M.W.-3 Sanatan Mohanta, M.W.-4 Upendra Kumar Pradhan, M.W.-5 Niranjan Pradhan, M.W.-6 Kamal Dev Rana, M.W.-7 Dasarathi Penthei, M.W.-8 Siba Prasad Bal, M.W.-9 Ghanashyam Jena, M.W.-10 Dilip Kumar Mohanta and M.W.-11 Subrat Ojha and relied on nine documents marked as Ext.- 1 to Ext.-9.

### FINDINGS

#### Issue No. 1

8. The 1st Party-Management has challenged the maintainability of the reference on some fallacious grounds. But from the perusal of the schedule of the letter of reference it is made clear that an industrial dispute has taken place between the management of M/s. Essel Mining & Industries Limited and their workmen in respect of non-payment of wages to them for 29th and 30th May, 1993. The disputant workmen are said to be the members of the North Orissa Workers Union. Initially the dispute was referred in respect of 298 workmen, but later it was reduced to 138 numbers of workmen. The 1st Party-Management does not admit of even 138 numbers of workmen as per list furnished by the Government with its corrigendum dated 3.7.2002. Instead it states that only 60 persons out of the list of 138 were the employees of the 1st Party-Management 8 persons of the said list were employed much after 30th May, 1993. Hence the identity of rest of the 78 workmen has been disputed. But this does not in any way affect the maintainability of the reference even assuming that the reference is confined to only 60 workmen. The 1st Party-Management has not denied the identity of the 60 workmen whom it admits its workmen. It has also not denied that the 1st Party-Management is running an industry and the schedule of the letter of reference does not constitute an industrial dispute. Hence no question can be raised regarding maintainability of the reference. This issue is accordingly decided against the 1st Party-Management and it is held that the reference is maintainable.

#### Issue No. 2

9. The 1st Party-Management has also challenged the *locus-standi* of the 2nd Party-Union to bring the above dispute for adjudication to this Tribunal. Its contention is that Shri B.S. Pati, General Secretary of the North Orissa Workers Union, who has raised the dispute, has no *locus standi* to represent the workmen. He is only a stranger and legally disable to represent any party to the proceeding in view of the ruling of the

Hon'ble Supreme Court given in the case of "State Bank of India Staff Association & Another—versus-State Bank of India & Others" reported in 1996 FLR (74) 2037 SC. But the facts of the above case are quite different from the facts of the present case and the ruling cannot be applied in the present context. From the documentary as well as oral evidence of the parties it is apparent that the North Orissa Workers Union has been running its trade union activities in the establishment of the 1st Party-Management for quite some long time. The 1st Party-Management has not filed any documentary evidence to show that the 2nd Party-Union has not been running its trade union activities at the relevant time. Hence, it cannot be said that the 2nd Party-Union has no *locus standi* to take up the dispute of the workmen before this Tribunal for adjudication. All the three witnesses produced from the side of the 2nd Party-Union clearly stated in their evidence before this Tribunal that they are the members of the North Orissa Workers Union, though another Union in the name of Keonjhar Mines and Forest Workers Union is also operating in the establishment of the 1st Party-Management. M.W.-7 Dasarathi Penthei has admitted in his statement before this Tribunal that he was a member of the North Orissa Workers Union for two years till 1993 and that Union was functioning in the Jhilling Mines. Other witnesses of the 1st Party-Management although have stated that there is no union in the name of North Orissa Workers Union operating in Jhilling Mines, yet there is ample evidence on record to show that the North Orissa Workers Union was operating in the Jhilling Mines at the relevant time. It is evident from the attested copies of the award passed in I.D. Case No. 5/1980 by the Industrial Tribunal, Bhubaneswar and the order passed by the Deputy Chief Labour Commissioner (Central)/Appellate Authority in Appeal No. 16(II)/91-Dy. CLC, dated 17th March, 1982. It is therefore held that the 2nd Party-Union has got *locus standi* to take up the dispute of the 2nd Party-workmen for adjudication to this Tribunal. This issue is accordingly decided against the 1st Party-Management and in the affirmative.

#### Issue No. 3

10. Claim for wages on 29th and 30th May, 1993 in respect of 138 workmen has been raised by the 2nd Party-Union alleging that they were on duty for the whole day on those dates, though a strike was struck by the rival Union. When the disputant workmen were not paid wages for these two dates on the pay day of the week, they refused to receive the payment. But the officer at the site advised them to receive payment and gave assurance for payment of the aforesaid dates after sanction from the Head Office. It was also alleged that officers of the 1st Party-Management directed the disputant workmen not to leave the work place till the end of the working hours. These assertions of the

2nd Party-Union have been flatly denied by the 1st Party-Management. Three witnesses namely Hiralal Tanti W.W.-1, Shyam Sundar Barik W.W.-2 and Tankadhar Ghana W.W.-3 were examined on behalf of the 2nd Party-Union. They stated in their evidence that on 29th and 30th May, 1993 the Keonjhar Mines Forest Workers Union launched a strike against the 1st Party-Management. Even though they came to attend their duties they were not allotted work by their respective heads and they were asked to wait for some time. They remained present throughout the day. But they were not paid their wages for these two dates, though they were assured of payment by the 1st Party-Management. On the contrary the evidence led by the 1st Party-Management shows that there was a total strike on 29th and 30th May, 1993 in the establishment of the 1st Party-Management and the disputant workmen did not perform their duty on those dates. Hence they were not paid their wages. Only those workers were paid their wages who were on leave duly sanctioned by the 1st Party-Management. The 1st Party-Management displayed notice not to join in the strike. Except for oral evidence of the three workmen nothing worth reliable could be produced before the Tribunal to agree with the stand taken by the 2nd Party-Union. There is no documentary proof regarding presence of the disputant workmen before the Management on 29th and 30th May, 1993 to take work from them during the strike period. Although three witnesses of the 2nd Party-Union have stated in their examination-in-chief on oath that they were not paid their wages for these two days, yet one of the witnesses, namely Shri Shyam Sundar Barik W.W.-2 has resiled from his earlier statement by stating that "I was paid wages for 29.5.1993 and 30.5.1993 after seven weeks." If this is correct why he has come to the court for payment of wages of these two dates when he had already received it before the reference of the dispute. This also somewhat falsifies the claim of the 2nd Party-Union. The statement of the two other witnesses of the 2nd Party-Union does not represent the case of other disputant workmen. Their personal evidence with regard to non-payment of wages was required in law. It is also not proved from the evidence on record that the disputant workmen were present for duty on 29th and 30th May, 1993 before their respective heads of the 1st Party-Management to perform the work. Therefore, non-payment of wages on 29th and 30th May, 1993 to the disputant workmen by the 1st Party-Management is justified and well within its right. This issue is decided against the 2nd Party-Union.

#### Issue No. 4

11. In view of the findings recorded under Issue No. 3 the disputant workmen are not entitled to any relief.

12. Reference is answered accordingly.

नई दिल्ली, 8 अक्टूबर, 2012

का. आ.3308.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बाबा बाना बिहारी सप्लायर, लेवर कोन्ट्रक्टर, मैसर्स बी.पी.सी.एल. एन्ड मैसर्स मैनेजर बी.पी.सी.एल., जगतसिंहपुर के प्रबंधतत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 32/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 1/10/2012 को प्राप्त हुआ था।

[सं. एल-30011/9/2011-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 8th October, 2012

S.O.3308.—In pursuance of section 17 of the Industrial Disputes act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 32/2012) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar-2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Baba Banabihari Supplies, Labour Contractor, M/s BPCL & Manager BPCL (Jagatsinghpur) and their workman, which was received by the Central Government on 1.10.2012

[No. L-30011/9/2011-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

#### Present :

Shri J. Srivastava,  
Presiding Officer, C.G.I.T.-cum-Labour  
Court, Bhubaneswar.

#### INDUSTRIAL DISPUTE CASE No. 32/2012

Date of Passing Order-24<sup>th</sup> August, 2012

#### Between :

- (1) M/s. Baba Banabihari Supplies, Labour Contractor, C/o. M/s. BPCL, Oil Terminal Road, Attarbanki, Paradip, Dist. Jagatsinghpur-754 120.
- (2) The Terminal Manager, M/s. BPCL, Oil Terminal Road, Attarbanki, Paradip, Dist. Jagatsinghpur-754 120.  
... 1st Party-Managements.

(And)

The General Secretary, Paradip Progressive  
Construction Workers & Employees' Union,

At. PPL Chhak, Po. Attarbanki, Paradip,  
Dist. Jagatsinghpur- 754 142.

... 2nd Party- Union.

#### Appearances:

- |       |   |
|-------|---|
| None  | .... For the 1st Party- Management No. 1&2. |
| None. | .... For the 2nd Party-Union.               |

#### ORDER

The present reference was received from the Government of India in the Ministry of Labour vide their letter No. L-30011/9/2011-IR(M), dated 14.2.2012 in this Tribunal on 5.3.2012. The 2nd Party-Union has to file the statement of claim with this Tribunal/Labour Court within fifteen days from the date of receipt of the order of reference. But the 2nd Party-Union has failed to file the statement of claim till this date even after sending notices through ordinary and registered post. A period of nearly six months is expiring and the 2nd Party-Union has taken no care of its case. Hence there is no use to keep pending the case for an indefinite period. The reference is liable to be returned to the Government taking it that the matter has been subsided between the parties presently having no dispute.

2. Hence the reference is returned to the Central Government with no dispute award.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2012

का. आ.3309.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधतत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 47/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-10-2012 को प्राप्त हुआ था।

[सं. एल-41012/01/2011-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 8th October, 2012

S.O.3309.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2011) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of Southern Railway and their workmen, received by the Central Government on 08/10/2012

[No. L-41012/01/2011-IR (B-I)]

RAMESH SINGH, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
CHENNAI**

Thursday, the 27th September, 2012

Present : Shri A.N. JANARDANAN, Presiding Officer  
**Industrial Dispute No. 47/2011**

(In the matter of the dispute for adjudication under clause(d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Southern Railway and their workman)

**BETWEEN**

Sri R. Chellapandian : 1st Party/Petitioner  
AND

The General Manager : 2nd Party/Respondent  
Southern Railway  
Moore Market Complex  
Chennai-600003

**APPEARANCES:**

For the 1st Party/ Petitioner : Sri K. Umar, Advocate  
For the 2nd Party/ Management : Sri P. Srinivasan, Advocate

**AWARD**

The Central Government, Ministry of Labour and Employment vide its Order No. L-41012/01/2011-IR(B-I) dated 02.06.2011 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the management of Southern Railway in imposing the punishment of removal from service with effect from 01.04.2000 upon Sri. R. Chellapandian, Ex-Pointsman is legal and justified? To what relief the workman is entitled?”

2. After the receipt of Industrial Dispute this Tribunal has numbered it as ID 47/2011 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their claim and counter statement as the case may be.

3. The Claim Statement contentions briefly read as follows:

The workman initially appointed on compassionate ground in 1983 at Kethandapati Railway Station, thereafter promoted as Pointsman "B" and while working at Tondiarpettai Railway Station failed to attend duties for 46 days due to ill-health and for reasons beyond his control. He was issued with Charge Sheet for major penalty and without considering the explanation the enquiry was ordered and held. He was not provided with reasonable opportunity in defending the charges. he was denied documents and opportunity to adduce evidence. His prior

prayer for leave with Private Medical Certificate was sanctioned and Management had not referred him to Railway Hospital. The Management admittedly could not produce the leave file in the enquiry showing the workman's immediate supervisor to have had acted with ulterior motive and caused the hardship. Routinely leave is sanctioned and noted in the Attendance Register. Due to enmity of his Supervisor leave letters, telegrams and medical certificates were suppressed in the enquiry resulting in the marking of absence. Enquiry Officer ought to have seen the leave applications produced by the Management and decided adversely against it for default. Instead Enquiry Officer held the charges proved. Absence is different from unauthorized absence was omitted to be noticed by the Management. Disciplinary Authority did not apply its mind over the Enquiry Officer's finding and passed the order mechanically. Same is the case with the Appellate Authority putting the workman in irreparable loss and hardship. Speaking orders were not passed by them. Punishment is disproportionate to the gravity of the misconduct. The workman is deprived of his benefits accrued for the 18-1/2 years of service. That no hardship was caused to anybody due to his absence was overlooked. The enquiry findings are perverse. The Disciplinary Authority is not the appointing authority as contemplated in the rules of the Railways. The penalty dated 01.04.2000 is to be set aside and he is to be reinstated with backwages and all other benefits.

4. The Counter Statement averments briefly read as follows:

Right from appointment till the date of removal petitioner's service was not satisfactory and he has been imposed several punishments for disobedience and frequent unauthorized absenteeism. At Tondiarpettai Railway Station under the control of Chief Yard Master, he absented unauthorizedly during 16 spells from 01.01.1996 till 23.07.1996 for a total of 46 days. In the enquiry he participated with a defence helper and availed all reasonable opportunities. Petitioner approached this forum only in 2008 after nearly 7 years with delay and latches sleeping over his legal remedies. For disobedience to the Station Master on 29.07.1985 his annual increment was withheld for 12 months. He was censured for detention of Train No. 190 Express on 04.04.1987, withholding of another increment for 3 months for failure to open the gate at LC No. 69/VLT resulting in public complaints. His annual increment was withheld for 3 months for absenting himself unauthorizedly on 5 occasions in 1987. Another increment was withheld for 12 months for refusing to perform duties in detaching the incoming Diesel Engine no. 17476/17477 which resulted in the detention of more than 30 minutes. His annual increment for 6 months was withheld for abusing and assaulting Pointsman Sri Munusamy, Arakkonam on 13/14.11.1990. Petitioner expressed satisfaction with the enquiry. He had not asked for documents. He did not avail

4012 ADT 12 - 24

the services of defence helper. Only during enquiry he submitted four private medical certificates. It is denied that the Supervisor acted with ulterior motive. It is for him to prove that he submitted leave letter. The charges were sought to be proved by the copy of the Attendance Register produced in the enquiry. There is no infirmity in the non-production of the leave application file. Failure to follow the medical attendance rules is enough proof of petitioner's unauthorized absence. Orders are speaking passed by the concerned authorities. Petitioner was not serious about his attendance. Punishment is not shockingly disproportionate. His unauthorized absence resulted in the detention of trains, paralyzing the traffic and demoralizing the other staff. Petitioner was working in the sensitive department of operating branch managing the running of trains reflecting in the safety aspects of train running. Disciplinary Authority was the appointing authority competent to impose the penalty. There is no need to issue a second show cause notice as regards the proposed penalty, having been deleted by the constitutional amendment. By frequently absenting from duty the same results in unmanning the points and causing of permanent way which will result in accident and unsafe Railway service. Under Rule-535 of IRMM an employee if unable to attend duty due to sickness must produce within 48 hours a sick certificate from the competent railway doctor and if he should be attended by a non-railway medical doctor, a request for leave should be supported by sick certificate from the Railway doctor of the Section in which he is then residing. If residing outside the jurisdiction of the Railway Doctor he should produce within 48 hours a sick certificate from a Registered Medical Practitioner as far as possible in the prescribed form stating the nature of the illness and period of absence from duties, which is acceptable by the competent authority at his discretion with option to refer the case to the Divisional Medical Officer for investigation if there is reason to suspect the bona fides. The submission of sick certificate shall tantamount to only an application for leave on Medical Certificate and not as permission to quit the station unless permission is expressly given by the competent Railway Doctor. Petitioner had not produced private medical certificate as above within 48 hours. The claim is to be dismissed.

**5. Points for consideration are :**

- (i) Whether the punishment of removal from service w.e.f. 01.04.2000 upon Sri R. Chellapandian, an Ex-Pointsman is legal and justified?
- (ii) To what relief the concerned workman is entitled?

6. The evidence consists of the testimony of WW1 and Ex.W1 to Ex.W6 on the petitioner's side and the testimony of MW1 and Ex.M1 to Ex.M5 on the Management's side.

**Points (i) & (ii)**

7. Heard both sides. Perused the records, documents, evidence and written arguments from either side. Both sides keenly argued in terms of their contentions in their respective pleadings. Here is a case where the petitioner challenges the enquiry. According to MW1, Assistant Personnel Officer, Enquiry Officer was himself assuming the role of Prosecution Officer. Admittedly, the documents produced on behalf of the Management do not comprise enquiry report containing the findings as regards the misconduct of the workman. There is no document produced showing any harm, trouble or disturbance to have been caused due to the misconduct of petitioner's absenteeism during the 46 days. According to MW1 in the departmental enquiry the Enquiry Officer can take the role of Prosecuting Officer, which is not correct. That leave applications were called for by the Enquiry Officer is not proved. The removal of the workman from service was issued only for the absence of 46 days by the workman. Appellate Authority took note of his past conduct also.

8. The petitioner challenges the enquiry as not fair and proper. As to whether or not he was defended by a defence helper there is no consistent case or evidence. Admitted case of the Respondent is that in the enquiry there was no Prosecuting Officer and the Enquiry Officer himself was acting as the Prosecuting Officer, which is illegal. There is no enquiry report produced by the Respondent containing any finding holding the petitioner to be guilty of any misconduct unfolding any reasons to arrive at such finding. But that petitioner was found guilty is admitted by him. But the finding is assailed as perverse. Though it is contended that with some constitutional amendment issuance of second show cause notice is no longer necessary, the said position does not stand substantiated. That it is so is not brought home as the position of law at present. It indicates the petitioner to have been not served with a Second Show Cause Notice before imposing the punishment of removal from service which is not shown to be legal. Despite an acknowledgement by endorsement of the petitioner that he is satisfied with the enquiry, whether it is correct or not as is seen from the enquiry proceedings. What appears is that the enquiry falls short of essential requirements of having to follow exact rules or procedure and observations of the principles of natural justice in the holding of it. The alleged reason emanating from the Respondent for denial of documents to the petitioner is that he did not ask for it. That is not to be the rule on the aspect. Documents should have been given without being asked for. Admittedly petitioner produced Medical Certificates in support of his sickness during the enquiry. The leave application file was not called for by the Enquiry Officer. MW1 is not in a position to depose whether or not

the period of the petitioner's absence has subsequently been regularized. Failure to follow the Medical Attendance Rules is taken for granted as sufficient proof of petitioner's unauthorized absence, which is a wrong assumption not capable of recognition by law.

9. A scrutiny of the whole of the materials only leads to the conclusion as to the enquiry being not fair and proper. The finding is also not legal, fair and valid. Discernibly every stage of the entire episode is vitiated for want of strict adherence to the rules or procedure and the fundamental principles of natural justice which were to have been followed in the entirety of the proceedings. On the materials available on record what appears is that the punishment has been imposed for the mere absence of the petitioner for 46 days, not continuously but in different spells. The failure of the petitioner to follow the Medical Attendance Rules has discernibly been taken for granted as sufficient proof for his unauthorized absence which renders the finding perverse. The mandate of the rules appears to be not so strict in application because a sick certificate from a Registered Medical Practitioner is acceptable by the competent authority at his discretion with option to refer the case to the Divisional Medical Officer for investigation of doubtful bonafides. The case of petitioner that there have been previous instances of petitioner's having availed leave on private medical certificates, without any references, made is not refuted. True, frequent absence from duty by the petitioner in a sensitive area may result in unmanning the points and working in havocs. But no harm is proved to have occurred in the present case. The fact that no proof of any harm to have been caused due to the absence of the petitioner is not a mitigating ground to exonerate the petitioner or belittle his misconduct. While the Disciplinary Authority imposed the punishment without taking into account his past misconduct, the Appellate Authority took into notice his past misconduct also which was without putting him on notice of his past misconduct, which again is illegal and invalid. As to whether the petitioner has actually been guilty of the misconduct charged, i.e. regarding his unauthorized absence no material even logically probative to a prudent mind to irresistibly lead to such conclusion, interse, the two diametrically opposite and keen contentions is put on record in order to prove the fact even by preponderance of probability. Following an enquiry not held properly the finding arrived at is not with legal evidence and is therefore, perverse. The burden to prove that the leave availed by the petitioner has not been within the framework of the rules is upon the Respondent, but which has not been discharged. In the circumstances it is held that the enquiry held is not fair and proper. Finding is also not fair and

proper. The same are liable to be set aside, together with the punishment imposed.

10. The petitioner has been imposed with the punishment of removal from service depriving him the benefits of 18-1/2 years of service accrued to him. Prior to amendment of ID Act Law of Limitation was not applicable to industrial disputes. While the finding of guilt has to be set aside and so ordered, the punishment is also set aside. The petitioner is ordered to be reinstated into service forthwith with continuity of service and all attendant benefits but without backwages.

11. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 27th September, 2012)

A. N. JANARDANAN, Presiding Officer

#### **Witnesses Examined**

For the 1st Party/ : WW1, Sri R. Chellapandian  
Petitioner

For the 2nd Party/ : MW1, Sri T.R. Mukunthan  
Management

#### **Documents Marked**

##### **On the Petitioner's side**

Ex.No.	Date	Description
Ex.W1	07.04.2000	Office copy of Appeal
Ex.W2	05.07.2000	Office copy of Review
Ex.W3	07.08.2001	Confirmation of Penalty
Ex.W4	09.10.2008	Representation to LEO
Ex.W5	10.01.2010	Letter of Assistant Commissioner of Labour (C), Chennai
Ex.W6	23.06.2011	Notice from Hon'ble Court

##### **On the Management's side**

Ex.No.	Date	Description
Ex.M1	30.09.1996	Charge Sheet
Ex.M2	21.02.1998	Enquiry Proceedings
Ex.M3	28.03.2000	Penalty Advice
Ex.M4	19.06.2000	Order in Appeal
Ex.M5	-	Extract of Service Register

नई दिल्ली, 8 अक्टूबर, 2012

का. आ.3310.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में

निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय दिल्ली के पंचाट (संदर्भ संख्या 68/2007 को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-10-2012 को प्राप्त हुआ था।

[सं. एल.-12012/91/2007-आईआर बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 8th October, 2012

**S.O. 3310.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award (Ref. 68/2007) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, New Delhi as shown in the Annexure, in the industrial dispute between the management of State Bank of India, and their workmen, which was received by the Central Government on 08-10-2012.

[No. L-12012/91/2007-IR(B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1, KARKARDOOMA COURTS COMPLEX,  
DELHI**

**I.D. NO. 68/2007**

Smt. Sheela Devi w/o. late Shri Satya Prakash,  
R/o H.No. 445, Village & P.O. Bakhatwarpur,  
Delhi-110036. ... Workman

**Versus**

The Asstt. General Manager,  
Region-IV, State Bank of India,  
Zonal Office, 11 Parliament Street,  
New Delhi. ... Management

**AWARD**

A sub-staff appointed on compassionate grounds, under the instructions of Government of India, by State Bank of India (in short the bank) was not given her dues, in accordance with the Bipartite Settlements arrived at industry level. Her basic pay remained stagnant at Rs. 2000.00, since annual increments were not granted to her by the bank. When pay scales were revised, on signing of 7th, 8th and 9th Bipartite Settlements respectively, her pay was never fixed in these revised scales of pay. Her demand to pay wages in accordance with the settlements fell flat on deaf ears of the authorities. She approached the All India Bank Staff Association (in short the association) for redressal of her grievance. The association raised an industrial dispute before the Conciliation Officer. During the course of conciliation

proceedings, a sum of Rs. 1,73,299.00 was paid to her by the bank towards arrears of her back wages. Since that amount, paid by the bank to the claimant, was not accepted by her towards full and final settlement of her dues, conciliation proceedings ended into failure. The Conciliation Officer submitted failure report to the appropriate Government. On consideration of the failure report so submitted by the Conciliation Officer, appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-12012/91/2007-IRDI) New Delhi dated 21-09-2007, with following terms:

“Whether non fixation of pay in respect of Smt. Sheela Devi with effect from 1992 and stagnating at basic pay of Rs. 2000.00 is just fair and legal? Whether amount of Rs. 1,73,299.00 paid to her is correct or not ? Whether the claim of interest on that payment is just, fair and legal? If not, what relief the workman concerned is entitled and from which date?”

2. Claim statement was filed by the said sub staff, namely, Smt. Sheela Devi, pleading therein that she was appointed by the bank on 21-12-1987 on compassionate grounds on instructions of Government of India, since her husband was killed in 1984 riots. Along with her, three other widows were also appointed by the bank. All of them were posted at Service Branch of the bank at New Delhi. She was appointed on basic salary of Rs. 815.00 per month in accordance with provisions of the 5th Bipartite Settlement. Next Bipartite Settlement came into force with effect from 01-11-1992 and her salary was revised and fixed at a basic pay of Rs. 2000.00 7th Bipartite Settlement also came in force but her salary was never revised by the bank. Subsequently, 8th Bipartite Settlement also came into force on 01-11-2002 but no revision of her pay was made by the bank. She was forced to work on the same wages, which were drawn by her in the year 1994. When bank could not justify its stand of non-fixation of her pay in revised pay-scales for more than 12 years, she approached the Conciliation Officer. There the bank agreed in writing on 28-09-2006 that 90% arrears of her wage revision would be paid within 15 days and remaining 10% was to be released within 15 days after receipt of confirmation of calculation from her authorized representative. Bank paid only a sum of Rs. 1,73,299.00 after about 2½ months, that too on intervention of the Conciliation Officer. She accepted that amount under protest and without prejudice to her rights. She claims that the bank may be directed to pay full wages, was per bipartite settlements along with 18% interest from the date it became due till realization. It has also been claimed that heavy penalty and damages may be awarded to her.

3. Claim was demurred by the bank pleading that non fixation of pay with effect from 1992 cannot be an industrial dispute in the year 2006. A sum of Rs. 173299.00 was paid to her towards full and final settlement of her claim before the Conciliation Officer and as such her claim does not subsist. It is not disputed that conditions of service of award staff are governed by various bipartite settlements. Since the claimant remained absent for a substantial number of days from 1992 till 2007, hence her increments were postponed. She accepted on amount of Rs. 173299.00 towards full and final settlement of her claim, hence issue relating to payment of interest cannot be raised. The bank projects that on payment of Rs. 173299.00, the controversy came to an end. It has been claimed that no dispute subsists and an award may be passed in favour of the bank.

4. On pleadings of the parties, following issues were settled:

- (i) Whether salary of the workman was to be revised in pursuance of 7th and 8th Bipartite Settlement?
  - (ii) As in terms of reference.
  - (iii) Relief.

5. To substantiate her claim, the claimant entered the witness box. Shri S.K. Garg, Manager (HR) unfolded facts on behalf of the bank. No other witness was examined by either of the parties.

6. Arguments were advanced by the parties. Shri Ajay Garg, authorized representative, raised submissions on behalf of the claimant. Ms. Kittoo Bajaj, authorized representative, presented her point of view of behalf of the bank. Written submissions were also filed by the parties. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the records. My findings on issues involved in the controversy are as follows:

Issue No. 1

7. In her affidavit Ex. WW1/A, tendered as evidence, the claimant unfolds that she was appointed on a basic salary of Rs. 815.00 by the bank. She reached basic salary of Rs. 2000.00 p.m. in 1994. Salary of award staff was revised as per 6th Bipartite Settlement with effect from 01-11-1992 and her basic salary was fixed in the scale of Rs. 1600—3620 by the bank. Again revision in pay scales were implemented as per provisions of 7th and 8th Bipartite Settlements. Bank arbitrarily deprived her of the said revision. Whenever she asked for revision of her wages and grant of increments, she was threatened by the officials of the bank. Her basic salary, fixed at Rs. 2000.00 in 1994, was never revised.

8. Shri S.K. Garg, Manager (HR) testified that he prepared chart Ex. WW1/M1 on the basis of records available with the bank in May 2007. On 28-09-2006, a statement was made by Shri B.K. Aggarwal, Assistant General Manager, before the Conciliation Officer which is contained in order, Ex. MW1/1. The bank made payment to Smt. Sheela Devi as per statement recorded in Ex. WW1/M1 towards full and final settlement, arrived at before the Conciliation Officer. During course of his cross-examination, he presents that the claimant was not present at the time of settlement. Her authorized representative was present when above settlement was arrived at. He explains that since Smt. Sheela remained absent frequently, issue of fixation of pay could not be taken up at one branch of the bank.

9. When facts unfolded by Smt. Sheela Devi and those projected by Shri Garg are appreciated, it came to light that Smt. Sheela Devi joined services of the bank on 21-12-1987 along with three other widows. Her basic pay was fixed at Rs. 2000, on implementation of 6th Bipartite Settlement. Thereafter, her pay was never fixed in revised scales of pay, since she remained absent for a considerable long period and increments were not granted to her annually. Pay of award staff was revised from time to time, when bipartite settlements were signed and implemented. Despite revision of pay of award staff working in the bank, pay of Smt. Sheela Devi was never revised in terms of 7th, 8th and 9th Bipartite settlements, which were signed and implemented at industry level.

10. The bank projects that a sum of Rs. 173299 was paid to Smt. Sheela Devi, before the Conciliation Officer, towards full and final settlement of her wages. As far as payment of Rs. 173299.00 is concerned, there is no dispute. However, Smt. Sheela Devi asserts that she accepted the amount under protest. She disputes that the above amount was accepted by her towards full and final settlement of her dues. Now, it would be considered as to whether a settlement in respect of arrears of wages of Smt. Sheela Devi was arrived at between the parties before the Conciliation Officer. With a view to project its case, the bank process order Ex. MW1/1 in service. When facts contained in Ex. MW1/1 are perused, it came to light that detailed discussions between the parties, with the intervention of the Conciliation Officer, Shri B.K. Aggarwal, Assistant General Manager, made a statement. Whether that statement was an outcome of a settlement between the parties? For an answer, contents of order Ex. MW1/1 are to be construed, which are reproduced hereunder:

"Present Shri J.N. Kapoor, A/R of the Union  
Shri B.K. Aggarwal, AGM (Operations),  
A/R of the management  
Shri L.K. Jain, A/R for the management

4012 9/7/25

The A/R of the management filed calculations of due and drawn wages, which has been given to A/R of the applicant. Held discussions in detail. The A/R of the management agreed to release 90% of the calculated amount within 15 days and the rest 10% will be released within 15 days after receiving confirmation from the A/R of the applicant."

11. Discussions were held between the parties in respect of the amount which was to be released in favour of Smt. Sheela Devi as well as relating to the mode of payment. Order, Ex. MW1/1 highlights that Shri B.K. Aggarwal agreed to release 90% of the calculated amount within 15 days and rest was to be paid within 15 days after receiving confirmation from Shri Kapoor, authorized representative of the claimant. Whether there was any discussion on the point that the claimant agreed to receive the amount calculated by the bank towards full and final settlement of her claim? Order Ex. MW1/1 is silent on the issue. However, order dated 31-01-2007 which has been proved as Ex. MW1/2 by Shri Garg, makes the situation clear. It has been recorded in the aforesaid order that conciliation efforts ended into failure. A sum of Rs. 155969.00 was admittedly paid to the claimant but Shri Kapoor questioned as to whether that amount represents 90% of arrears to which the claimant was entitled. Consequently, it is evident that it was not at all agreed between the parties to accept the amount calculated by the bank, towards full and final settlement of arrears of wages to which the claimant was entitled. It does not lie in the mouth of the bank to assert that amount of Rs. 173299.00 was paid to the claimant towards full and final settlement of her arrears of wages.

12. There is other facet of the coin. Section 18 of the Industrial Disputes Act, 1947 (in short the Act) provides that a settlement may be arrived at between the employer and the workman: (1) during the course of conciliation proceedings, and (2) otherwise than in the course of conciliation proceedings. Rule 58 of Industrial Disputes (Central) Rules, 1957 (in short the Rules) provides that settlement arrived at in the course of conciliation proceedings or otherwise, shall be in Form H and also prescribes the persons by whom memorandum of settlement can be signed on behalf of employer and the union respectively. The settlement shall not be effective unless requirements of rule 58 of the Rules have been complied with. Settlement becomes binding at once as soon as the memorandum of settlement is signed by the parties in the prescribed manner and copy of it is sent to the Central Government by the Conciliation Officer along with his report in that regard. Therefore, settlement becomes binding when it is signed by the parties in the prescribed manner. When requirement of rule 58 has not been complied with, settlement

shall not become effective. Reference can be made to the precedents in Delhi Cloth and General Mills Ltd. (1972 (I) LLJ 98), Jharkhand Collieries Pvt. Ltd. (1975 Lab. IC 137), and Ved Prakash Bhambri [1990 (I) LLJ 119].

13. Ex. MW1/1 is order sheet recorded by the Conciliation Officer wherein it has been mentioned that there were detailed discussion between parties on calculation of amount, filed by Shri B.K. Aggarwal, relating to due and drawn wages of the claimant. Shri Aggarwal agreed to release 90% of calculated amount within 15 days and balance amount within next 15 days after receiving confirmation of calculation from Shri Kapoor, Contents of Ex. MW1/1 were neither recorded in Form H nor signed by the parties prescribed under rule 58 of the Rules. Therefore, it is apparent that contents of Ex. MW1/1 cannot be termed as settlement arrived at during the course of conciliation proceedings. Bank made a wrong claim to the effect that a sum of Rs. 173299.00 was paid to the claimant towards full and final settlement of her dues, as per settlement arrived at before the Conciliation Officer.

14. Bank agitates that stale claim was projected by Sheela Devi. She had not raised the dispute within a reasonable time in respect of her fixation of pay which was due to her in 1992, argued Ms. Bajaj. She wants this Tribunal to discard claim of Smt. Sheela Devi, projecting it to be a belated one. Section 10(1) of the Act does not prescribe any period of limitation for making reference of the dispute for adjudication. The words 'at any time' used in sub-section (1) of Section 10 of Act does not admit of any limitation in making an order of reference. Law of limitation, which might bar any Civil Court from giving remedy in respect of lawful rights, cannot be applied by Industrial Tribunals. However, policy of industrial adjudication is that stale claim should not be generally encouraged or allowed unless there is satisfactory explanation for delay. In Shalimar Works Ltd. [1959 (2) LLJ 26], the Apex Court pointed out that though there is no limitation prescribed in making reference of the dispute to Industrial Tribunal, even so, it is only reasonable that disputes should be referred as soon as possible after having arisen and on failure of conciliation proceedings. In Western India Match Company [1970 (2) LLJ 256] the Apex Court observed that in exercising its discretion, Government will take into account time which has lapsed between its earlier decision and the date when it decides to consider it in the interest of justice and industrial peace to make the reference for adjudication. Same view has taken in Mahabir Jute Mills Ltd. [1975 (2) LLJ 326]. In Gurmail Singh [2000 (2) LLJ 1080] Industrial Adjudicator dismissed the reference on the ground that there was delay of 8 years in raising the dispute, which delay was condoned by the Apex Court and it was ordered that the workman would not

be entitled to any back wages for the period of 8 years but would be entitled to 50% of wages from the date it raised the dispute till the date of his reinstatement. In Prahalad Singh (2000 (2) LLJ 1653), the Apex Court approved the award of the Tribunal in not granting any relief to workman who preferred the claim after a period of 13 years without any reasonable or justifiable grounds. From above decisions, it can be said that the law relating to delay in raising or reference of dispute is bereft of any principles, which can be easily comprehended by the litigants.

15. It would be considered as to whether Smt. Sheela Devi had presented a stale claim before the Conciliation Officer or the appropriate Government had referred the dispute which was stale one. As presented by her, she was not given any increments/wage revision by the bank, when new scales were agreed and implemented on the basis of bipartite settlements. She was in service of the bank when increments were not granted and even when she raised the dispute before the Conciliation. It is also not disputed on behalf of the bank that her increments were withheld. Bank hastens to add that on account of her unauthorised absence for a considerable long period, increments were not granted to her. Therefore, it is emerging over the record that the claimant was in service of the bank when her increments were withheld. Bank projects that her unauthorised absence for a considerable long period resulted into the action referred above. Unauthorised absence of an employee may result in loss of pay. He will not be paid any salary or allowance for the period he remained absent, on loss of pay. If so sanctioned by the controlling authority, his increments shall be postponed and period of absence shall not count for seniority. But it is not the case when increments of Smt. Sheela Devi were postponed for the period when she remained absent. Bank had not fixed her pay in revised scales of pay when 7th, 8th and 9th Bipartite Settlements were accepted and implemented. Postponement of increment is another aspect than fixation of pay in revised scales, which were accepted and implemented by the bank in pursuance of the bipartite settlements referred above. Thus, it is crystal clear that it is not only a case of postponement of increment of Smt. Sheela Devi. Arbitrarily, her pay was not fixed in revised scales of pay. It was not so done only once, but thrice. Thus, it is emerging over the record that it is not a case of stale claim but case of continuing victimization on the part of the bank. 7th Bipartite Settlement was signed on 11.03.2000 and in respect of scales of pay and dearness allowance it was implemented with effect from 01.11.1997, 8th Bipartite Settlement was signed on 02.06.2005 and in respect of pay and dearness allowance it was implemented with effect from 01.11.2002. In the same manner, 9th Bipartite Settlement was signed on

27.04.2010 and for the purpose of pay and dearness allowance it was implemented with effect from 01.11.2007. On these three occasions, pay of Smt. Sheela Devi was not fixed in revised pay. Thus, it is evident that it was not a case of postponement of her increments only, but clear cut victimisation and non-fixation of pay in revised scales. It cannot be said that when Smt. Sheela Devi raised the dispute before the Conciliation Officer, by that time, it had become stale and obsolete. Her continuing grievance made it alive all the time. Bank is wrong in claiming that stale dispute has been referred for adjudication.

16. 7th, 8th and 9th Bipartite Settlements are applicable to award staff of the bank. It is not a matter of dispute that the claimant falls within the category of award staff. Ms. Bajaj could not reason the proposition that the claimant was entitled to revision of her pay as and when new scale of pay was introduced for the award staff on the strength of settlements referred above. No evidence worth name was brought over the record as to why pay of the claimant was not fixed in revised scales of pay. Her absence from duty for a considerable period may result in loss of pay/increments. But as and when she resumes her duties, she becomes entitled to pay for the period she serves the bank. That pay is to be released in the scales of pay, which is applicable to award staff. Thus, it is crystal clear that Smt. Sheela Devi was entitled to get her pay revised in scales of pay accepted and implemented on the strength of settlements, referred above. Action of the bank is uncalled for it. It is announced that pay of Smt. Sheela Devi was to be revised in pursuance of settlements, referred above. Issue is accordingly answered in favour of the claimant and against the Bank.

#### Issue No. 2

17. At the cost of repetition, it is pointed out that the claimant was not granted pay in revised scales of pay, which were implemented in pursuance of bipartite settlements. As projected by the claimant, she joined services of the bank on 21.12.1987 at a basic salary of Rs. 815.00. These facts are not disputed by Shri Garg in his testimony. The claimant projects that her salary was fixed at Rs. 2000.00 as per the 6th Bipartite Settlement, with effect from 01.11.1992. However, her claim in that regard is not correct. When steps were taken to ascertain her basic pay in consonance with the 5th Bipartite Settlement, which came into effect from 01.11.1987 in the matter of pay and dearness allowance, it came to light that her basic pay reaches Rs. 835 on 01.12.1988, Rs. 860 on 01.12.1989, Rs. 890 on 01.12.1990 and Rs. 920 on 01.12.1991 respectively. 6th Bipartite Settlement was signed on 14.02.1995 and implemented with effect from 01.11.1992 in respect of scale of pay and dearness allowance. Consequently, she will get

her basic pay fixed at Rs. 1810 on 01.11.1992. An increment will be granted on 01.12.1992 and thus her basic pay reaches Rs. 1870. She gets a basic pay of Rs. 1930 in December 93 and Rs. 2000 in 1994. Her basic pay comes to Rs. 2070 in December 95 and Rs. 2140 in December 96. 7th Bipartite settlement was signed on 11.03.2000 and implemented in respect of scale of pay and dearness allowance with effect from 01.11.1997. Her basic pay would be fixed at Rs. 3520 on 01.11.1997 and she would get increment in December 97 and her basic would be fixed at Rs. 3650.00.

Chart was placed before the tribunal by the bank wherein absence of 783 days from duties has been projected from 03.06.1998 to 24.07.2000. Smt. Sheela could not dispel contents of this chart, as far as her absence for 783 days is concerned. Bank had issued miscellaneous instructions relating to leaves available to an award staff. Para 6 of the said chapter deals with extraordinary leaves on loss of pay. Note appended to para 6 makes it clear that no pay and allowance are admissible during period of extraordinary leave and the period spent on such leaves shall not count for increments and seniority/length of service and to that extent it has the effect of shifting of increment. Proviso to the note, stipulates situations where sanctioning authority is satisfied that the extraordinary leave was taken on account of illness or in any other case beyond the control of the employee, he may direct that the period of extraordinary leave may count for increments. Thus, it is evident that in case of extraordinary leaves, an employee shall not earn increments for such leaves nor he will get seniority/length of service counted and it would have effect of shifting the date of increment. Smt. Sheela was absent for a period of 783 days. Therefore, her position is worse than the position of an employee who happens to be on extraordinary leave on loss of pay. Consequently, it is crystal clear that Smt. Sheela Devi will not get pay or allowance for the period of her absence and it will not count for increments. Her date of increment would be shifted accordingly. Considering that proposition, it emerges that Smt. Sheela Devi was not entitled to pay and allowances for the period from June 1998 to July 2000. Her increments are also lost and date of increment would be postponed to January 2001. She will get increment on 01.01.2001 and her basic pay would be fixed at Rs. 3780. From 06 September 2001 to 06.10.2001, she again remained absent for 31 days, which period would have effect of loss of pay and allowance as well. This period would not be counted for increment. It will result in shifting her next increment to 01.02.2002. Her basic pay would reach Rs. 3910 on 01.02.2002. 8th Bipartite Settlement was signed on 02.06.2005 and it was implemented on 01.11.2002 in the matter of scale of pay and dearness allowance. On

implementation of 8th Bipartite Settlement, her basic pay would be fixed at Rs. 5850. From 05.05.2003, she again remained absent for a period of 68 days, thus date of increment would be postponed to April 2003. Resultantly, her basic pay is to be fixed at Rs. 6045 in April 2003. In April 04, Smt. Sheela is to be granted an increment, and her basic would be Rs. 6280. She again absented for a period of 14 days from 17th December 2004 to 30th December 2004 and 10 days from 31.01.2005 to 09.02.2005. For this period also, she will not get any pay and allowance and her increment would be postponed to May 2005. In May 2005, her basic pay would be fixed 6515. From 7th November 2005 to 23rd November 2005, the claimant remained absent for 17 days and again remained absent for 16 days from 13.12.2005 to 28.12.2005. Taking this period into consideration, it is announced that her date of increment would be postponed by one month. Thus, she will get increment in June 2006 and her basic would be fixed at Rs. 6750.

19. 9th Bipartite Settlement was signed on 27.04.2010 and implemented from 01.11.2007 in respect of scale of pay and dearness allowance. Her pay shall be fixed at Rs. 10150 in Nov'07. She gets an increment in June 2008 and basic would be Rs. 10550. In June 2009, her basic comes to Rs. 10950 and in June 2010, her basic would be Rs. 11350. Thereafter in June 2012, she earns her first stagnation increment and her basic pay would be Rs. 11750.00. Thus, it is emerging over the record that non fixation of pay of the claimant and stagnating her at a basic of Rs.2000 is neither just nor legal.

20. Next question to be addressed is as to whether amount of Rs. 1,73,299 paid to the claimant by the bank, before the Conciliation Officer, is correct. Chart Ex. WW1/M1 details month-wise calculation of basic pay and other allowances paid to her by the bank. When perused, it came to light that calculation of amount admissible to the claimant is not correct. As projected above, basic pay of the claimant was Rs.815 in December 1987 and it was fixed at Rs.835 when she earned an increment in December 1988. She earned next increment in December 1989 and her basic pay reached at Rs.860. As per calculation detailed in chart Ex. WW1/M1, Smt. Sheela Devi was paid wages at basic pay of Rs.472 in December 1989. No reasons are put forward by the bank for reduction in wages for that month. In the same manner, her wages for September 1990 were released, projecting her basic pay at Rs.717. No justification for such reduction in wages was detailed by Shri Garg. From October 1990 till May 1991 Smt. Sheela was not paid any wages. At the cost of repetition it is said that no explanation has been offered by the bank in that regard. When salary for the months of June 1991 to December 1991 was calculated her basic pay has been detailed at Rs.267, Rs.488, Rs.775, Rs.712, Rs.833

Rs.831 and Rs. 603 for the above months respectively in chart Ex.WW1/M1. No grounds are brought to light of the day for such reduction of basic pay and other allowances. Smt. Sheela Devi earns an increment in December 1991 and her basic pay reaches at Rs. 920. Contra to it she was paid salary at basic pay of Rs.603, as detailed above. From January 1992 till August 1992 her basic pay was at Rs.890, as per calculation detailed in Ex.WW1/M1. Wages were paid to her at basic pay of Rs. 373 and Rs.386 for the month of September and October 1992, without any justification. Her pay is to be fixed at Rs. 1810 in revised scale in November 1992, as per 6th Bipartite Settlement. For the whole year she was paid less, since her basic pay was Rs. 1267, Rs. 1226, Rs. 1343, Rs. 646, Rs. 1226, Rs. 1086, Rs.1635, Rs.1207, Rs.701, Rs.543, Rs. 1635 and Rs. 1737 for the months of November, December 1992, January 1993, February, March, April, May, June, July, September, October and November 1993 respectively. No salary was paid to her for August 1993. No cause was projected by the bank for such reduction of her pay. In December 1993 she earns an increment and her basic pay reaches Rs.1930. But for the months of December 1993 and January 1994 she get wages at basic pay of Rs.1307 and Rs.1058 respectively. No wages were paid to her for February 1994. Correct pay was released in her favour for the months of April, May and November 1994. But less wages were paid to her for the month of May, June, July, August, September and October 1994. She earns an increment and her basic pay reaches Rs.2000 in December 1994. However no such increment was granted to her by the bank. Her basic pay was fixed at Rs.2000 in January 1996 by the bank, while her basic pay ought to have been fixed at Rs.2075 in December, 1995. She does not get any pay for the months of February, March, April and May 1995 and gets less wages for other months. As detailed above she earns an increment in December 1996 and her basic pay was to be fixed at Rs. 2140. But less wages were paid to her since December 1995 till November 1997.

21. On implementation of terms of service settled in 7th Bipartite Settlement, basic pay of Smt. Sheela Devi was correctly fixed at Rs.3520 by the bank in November, 1997, in revised scale of pay. However no increment was released in her favour in December 1997. Less wages were paid to her from December 1997 to April 1998. After deducting wages for five days absence, she was paid at basic pay of Rs.3570 for the month of May 1998. Thereafter she remains absent for a period of 783 days from 3rd June 1998 till 24-7-2000, for which period she does not get any wages. She does not earn any increment for the period, referred above. Date of her increment stood shifted. She earns next increment in January 2001 and her basic pay is to be fixed at Rs. 3780. But as per chart Ex.WW1/M1 she was paid

4012 95/12-26

wages at basic pay of Rs. 3780 in August 2000. However less wages were paid to her for the months of February 2001 to July 2001. Next increment was given to her October 2001, which is also not correct. In November 2002, her wages were correctly fixed at Rs. 5850 in revised scale of pay, as per 8th Bipartite Settlement. Subsequent to that fixation of pay, her wages were correctly calculated in the chart Ex.WW1/M1. In view of these facts, it is crystal clear that payment of Rs. 1,73,299 towards wages to Smt. Sheela Devi, is not correct.

22. For answer to the proposition as to whether she is entitled to interest on delayed payment of her wages, legal provisions are to be scanned. To award interest on delayed payment of wages, this Tribunal is a court within the ambit of section 2(a) of the Interest Act, 1978. In M/s. E.I.D. Parry (India) Ltd. [1990 Lab. I.C. (NOC) 135] Madras High Court ruled that the Industrial Tribunal is a court and justified to award interest on amount of bonus awarded to workers from due date. Section 4 of the interest Act, 1978 lays down a number of cases where the Court may in its discretion award interest. Provisions of the said section are reproduced thus:

"4. Interest payable under certain enactments. - (1) Notwithstanding anything contained in section 3, interest shall be payable in all cases in which it is payable by virtue of any enactment or other rule of law or usage having the force of law.

(2) Notwithstanding as aforesaid, and without prejudice to the generality of the provisions of sub-section (1), the court shall, in each of the following cases, allow interest from the date specified below to the date of institution of the proceedings at such rate as the court may consider reasonable, unless the Court is satisfied that there are special reasons why interest should not be allowed, namely:—

- (a) where money or other property has been deposited as security for the performance of any obligation imposed by law or contract from the date of the deposit;
- (b) where the obligation to pay money or restore any property arises by virtue of a fiduciary relationship from the date of the cause of action;
- (c) where money or other property is obtained or retained by fraud, from the date of the cause of action;
- (d) where the claim is of dower of maintenance, from the date of the cause of action".

23. Relationship of master and servant creates fiduciary ties between the parties. Employee undertakes to serve his master and the latter is under an obligation to remunerate the former. When there is inordinate delay on the part of the employer to pay wages, principles of equity would be sufficiently attracted and the employer must be commanded to pay interest to the employee. Principles of equity would arise when wages are withheld by the employer for a considerable long period, without any fault on the part of the employee. When facts of the case are gauged on above standards, I find it to be a fit case for award of interest to the claimant, on delayed amount of her wages.

24. What rate of interest can be awarded to her? Section 3(1) of the Interest Act 1978 stipulates that the Court may, if it thinks fit, allow interest at a rate not exceeding the current rate of interest for the whole or part of the period mentioned therein. Proviso to sub section (1) refers to a situation where debt or damages stood repaid before institution of the proceedings then interest is not to be allowed for the period after such payment. Application of above proposition of law to the present controversy would make it clear that definite amount of salary was to be paid to the claimant month-wise for the period referred above. However lesser wages were paid. In such a situation, the claimant may be allowed interest on delayed wages at a rate not exceeding the current rate. Bank pays interest at the rate of nine percent per annum on fixed deposits to its customers. However delayed payment of wages cannot be equated with fixed deposits, since wages are to be paid month-wise. In that situation interest at the rate of six percent per annum would be reasonable, which would be paid on the amount of wages, to be paid by the bank in terms of this award, minus the amount already paid.

25. For what period interest can be awarded? Section 3(1) of the Interest Act, 1978 gives answer to this question, as follows:

- (a) If the proceedings relate to a debt payable by virtue of a written instrument at a certain time, then from the date when the debt is payable to the date of institution of the proceedings;
  - (b) If the proceedings do not relate to any such debt, then, from the date mentioned in this regard in a written notice given by the person entitled or the person making the claim to the person liable that interest will be claimed to the date of institution of the proceedings;
- Provided that where the amount of the debt or damages has been repaid before the institution of the proceedings, interest shall not be allowed under this section for the period after such repayment.

In view of above situation, interest would be paid to the claimant from the date her wages became due and withheld by the bank till the date of reference of the dispute for adjudication. Since a sum of Rs. 173299 was paid prior to reference of the dispute to the Tribunal for adjudication, no interest would be paid to the claimant of that amount after such payment.

#### Relief

26. In view of the reasons detailed above, it is concluded that non-fixation of pay of Smt. Sheela Devi and stagnating her basic pay at Rs. 2000 was neither just, nor fair and legal. Amount of Rs. 1,73,299 was not correctly paid towards arrears of her wages. Her arrears would be calculated at the basic pay pointed out in the preceding sections for different stages. She is also entitled to payment of interest at the rate of six percent per annum on delayed payment of her wages, which would be calculated in terms of the award, passed herein. She will not get any interest on the amount of Rs. 173299, which stood paid to her prior to reference order made by the appropriate Government. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R.K. YADAV, Presiding Officer  
Dated: 30-08-2012

नई दिल्ली, 8 अक्टूबर, 2012

का. आ.3311.—ऑद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 1 मुम्बई के पंचाट (संदर्भ संख्या 22/2011) को प्रकाशित करती है, जो की गई हो केन्द्रीय सरकार को 08-10-2012 को प्राप्त हुआ था।

[सं. एल-12011/11/2011-आई आर बी-1 ]  
रमेश सिंह डेस्क अधिकारी

New Delhi, the 8th October, 2012

S.O. 3311.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award (Ref. 22/2011) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Mumbai as shown in the Annexure, in the industrial dispute between the management of State Bank of India, and their workmen, received by the Central Government on 08-10-2012.

[No. L-12011/10/2011-IR(B-I)]  
RAMESH SINGH, Desk Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1 MUMBAI****Present :**

JUSTICE G.S.SARRAF, Presiding Officer

**REFERENCE NO. CGIT-1/22 OF 2011****Parties:** Employers in relation to the management of State Bank of India**And**

Their workman (R.M. Chavan)

**APPEARANCES**

For State Bank of India : Shri. M.G. Nadkarni, Adv.

For the workman : Shri. Jaiprakash Khatri,  
Senior Vice President  
State Bank of India Staff  
Union

State : Maharashtra

Mumbai, dated the 05th day of September, 2012.

**AWARD**

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act). The terms of reference given in the schedule are as follows:

Whether the action of the management of State Bank of India, Region IV, Satara in not regularising the services of Shri R.M. Chavan, while his junior from the shortlisted candidates have been regularized, is legal and justified? To what relief the concerned workman is entitled?

2. According to the statement of claim submitted by the workman R. M. Chavan, he was employed as temporary employee in the subordinate cadre at Koregaon branch of the State Bank of India (hereinafter referred to as the Bank) since 18-6-1985. Though employees like him were appointed as temporary employees they were performing work of regular nature. A settlement was signed between All India State Bank of India Staff Federation (hereinafter referred to as the Federation) and the Bank on 17-11-1987 in terms of which interviews were to be conducted by a Selection Committee to determine suitability of temporary employees for appointment in

the Bank. The workman was eligible for selection in terms of the aforementioned Settlement. Accordingly the Bank vide letter no. 04844 dt. 12-7-1989 called him to appear for interview. The name of the workman was empanelled in the waiting list for absorption/permanent employment in the Bank's service as he had put in 86 days of temporary service. Subsequently out of the empanelled candidates the Bank gave permanent appointment to several temporary employees who had put in lesser period of service whereas the workman's claim was wrongly denied. The workman has, therefore, prayed that the Bank be directed to regularize his services from the date of his initial temporary employment with full back wages.

3. According to the written statement filed by the Bank it used to employ temporary employees on regular scale and casual/daily wages earners on adhoc basis due to exigencies of circumstances and on account of urgent needs since 1975 or thereabout. In 1987 the Bank contemplated discontinuance of employment of such temporary and casual/daily wage earners. The Bank and the Federation entered into a Settlement on 17-11-1987 whereunder such temporary employees were classified into following three categories:

- (a) Those who completed 240 days of temporary service in a calendar year after 1-7-1975.
- (b) Those who completed 270 days aggregate of temporary service in continuous block of 36 months after 1-7-1975.
- (c) Those who completed minimum of 30 days of temporary service in any calendar year after 1-7-1975, or 70 days aggregate of temporary service in continuous block of 36 months after 1-7-1975.

The Settlement laid down eligibility criteria and provided that only those who fulfilled such eligibility criteria and were medically fit would be considered for absorption in permanent vacancy then existing or which might arise in future. It was also provided that interviews would be held by a Selection Committee to determine suitability of such temporary employees in permanent employment and the Committee would finalise panels for full time and part time employees and suitable candidates would be wait-listed in order of their respective categories on the basis of the length of accrued temporary service between 1-7-1975 to 31-12-1987 or any other day as might be fixed by the Bank and those panels would be valid upto December 1991.

Clause 2 of the Settlement provided that permanent part time employees would be given preference in filling up the full time vacancy and after exhausting this group of employees the remaining full time/part time employees would be filled by such temporary employees. Another Settlement was arrived at with the Federation on 16-7-1988 modifying the earlier Settlement dt. 17-11-1987 stipulating inter alia that appointment of temporary employees would be against vacancies that would arise upto 1992 instead of 1991. It was also stated therein that the temporary employees who worked during the period 1-7-1995 to 31-12-1988 would be considered for the panel. The Bank and the Federation entered into another Settlement on 27-12-1988 and then on 9-1-1991. Another Settlement was arrived at on 30-7-1996 in terms of which it was agreed that both the panels of temporary employees and daily wage/casual employees would be kept alive upto March 1997. The workman was engaged by the Bank in purely temporary capacity on daily wages as Messenger/Part time sweeper for a period of 85 days during the period 1985-86. As the workman was eligible he was called for interview. The workman's name was subsequently included in the waiting list. However, he could not be absorbed till 31-12-1997 and thereafter the waiting list lapsed. According to the written statement the dispute related to waiting list prepared in February 1990, the currency of which expired on 31-3-1997. Thus the dispute has been raised belatedly and is stale and, therefore, the reference is not maintainable on this ground alone. The Bank has, therefore, prayed that the reference be answered in favour of the Bank.

4. The workman has filed rejoinder wherein he has reiterated his stand.

5. Heard Shri Jaiprakash Khatri, on behalf of the workman and Shri M.G. Nadkarni learned counsel for the Bank.

6. The basis of the claim of the workman appears to be that the name of the workman is at Sr.No.16 of 'B' list but in cross examination he admits that his name falls in category 'C' as per the Settlement dt. 17-11-1987 (Ex. M-1). It is not clear that when the workman falls in category 'C' as per the Settlement dt.17-11-1987 then how his name appeared in 'B' list. It is also not clear what is the significance of the 'B' list and what right it gives to the workman.

7. The workman worked intermittently for a total number of 85 days from 1985 to 1986. As per the various Settlements arrived at between the Bank and the Federation the waiting list was alive only upto 31-3-1997. It appears that this industrial dispute was raised in 2008 which came to be referred to this Tribunal in July 2011. Even if we take 31-3-1997 as the final date whereafter the workman should

have raised industrial dispute there is a delay of about 11 years in raising the industrial dispute.

8. In (2002) 2 SCC 455 honourable Apex Court has held as under:

Law does not prescribe any time-limit for the appropriate Government to exercise its powers under Section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is not to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service. At the time reference was made no industrial dispute existed or could be even said to have been apprehended. A dispute which is stale could not be the subject matter of reference under Section 10 of the Act. As to when a dispute can be said to be stale would depend on the facts and circumstance of each case. When the matter has become final, it appears to us to be rather incongruous that the reference be made under Section 10 of the Act in the circumstances like the present one. In fact it could be said that there was no dispute pending at the time when the reference in question was made. The only ground advanced by the respondent was that two other employees who were dismissed from service were reinstated. Under what circumstances they were dismissed and subsequently reinstated is nowhere mentioned. Demand raised by the respondent for raising an industrial dispute was ex facie bad and incompetent.

9. Again in 2006 (3) LLJ 492 honourable Apex Court has reaffirmed that a dispute which is stale could not be a subject matter of reference.

10. Though the Act does not provide a period of limitation for raising a dispute under Section 10 of the Act, if no account of delay, a dispute has become stale or ceases to exist, the reference should be rejected. Lapse of time results in losing the remedy and the right as well. Since in this case the reference itself is stale being belated it is not maintainable and it has to be rejected on this ground alone.

11. In view of the above discussion the workman is not entitled to any relief.

Award is passed accordingly.

JUSTICE G. S. SARAF, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2012

का.आ.3312.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टैण्डर्ड चार्टर्ड बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, सं. 1, मुम्बई के पंचाट (संदर्भ संख्या 69/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-10-2012 को प्राप्त हुआ था।

[सं. एल. L-2012/256/2003-आईआर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 8th October, 2012

**S.O.3312.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 69/2003) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1., Mumbai as shown in the Annexure, in the industrial dispute between the management of Standard Chartered Bank Ltd. and their workman, received by the Central Government on 8-10-2012.

[No. L-2012/256/2003-IR(B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present :

JUSTICE G.S. SARRAF, Presiding Officer

REFERENCE NO. CGIT-1/69 OF 2003

Parties : Employers in relation to the management of Standard Chartered Bank Ltd.

AND

Their workman (Gurberinder Singh Sodhi)

#### APPEARANCES:

For Standard Chartered : None present.  
Bank of India

For the Workman : Workman.

State : Maharashtra

Mumbai, dated the 06th day of September, 2012

#### AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of reference given in the schedule are as follows:

4012 Q5712-27

Whether Shri Gurberinder Singh Sodhi is a 'Workman' as defined under the I.D. Act? If so, whether the action of the management of Standard Chartered Bank Ltd., Mumbai in terminating the services of Shri Gurberinder Singh Sodhi w.e.f. 6-11-2001 is justified?

If not, what relief Shri Gurberinder Singh Sodhi is entitled to?

2. The workman has filed an application today that he has entered into a Settlement with the employer and, therefore, he withdraws the case.

In view of the above application of the workman it is held that the workman is not entitled to any relief.

Award is passed accordingly.

JUSTICE G.S. SARRAF, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2012

का.आ. 3313.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण के केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 13/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-10-2012 को प्राप्त हुआ था।

[सं. एल-12012/146/2006-आई आर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 8th October, 2012

**S.O.3313.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2007) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of State Bank of India, and their workman, received by the Central Government on 08-10-2012.

[No. L-12012/146/2006-IR(B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present : Dr. MANJU NIGAM, Presiding Officer

I.D. No. 13/2007

Ref. No. L-12012/146/2006-IR(B-I) dated 01-03-2007

#### BETWEEN

Ms. Usha Devi W/o Shri Kishan Singh  
212, Chakuwala Dehradun

**AND**

The Deputy General Manager,  
State Bank of India  
Zonal Office  
1, New Cantt. Road  
Dehradun

**AWARD**

1. By order No. L-12012/146/2006-IR (B-I) dated 01.03.2007 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Ms. Usha Devi W/o Shri Kishan Singh, 212, Chakuwala, Dehradun and the Deputy General Manager, State Bank of India, Zonal Office, 1, New Cantt. Road, Dehradun for adjudication.

2. The reference under adjudication is:

“Whether The Action of The Management of State Bank of India, Dehradun To Retrench The Services of Smt. Usha Devi, Part Time Sweeper w.e.f. 01-07-2005 is legal and Justified? If Not, To what relief the workman is entitled to?”

3. It is admitted case of the parties that the workman, Smt. Usha Devi, had been engaged as part time sweeper in the State Bank of India, Extension Counter, Nesvilla Road, Dehradun on 01-01-1992 and her services were terminated w.e.f. 31-01-2004 and later she was reinstated in compliance of settlement dated 30-11-2004, executed before Assistant Labour Commissioner (Central), Dehradun, w.e.f. 01-12-2004 on the same post, pay and position. Further, the services of the workman has been retrenched w.e.f. 01-07-2005 after payment of one month's wages in lieu of Notice and retrenchment compensation.

4. It has been alleged by the workman that other part time sub ordinate employees, juniors to her, viz. Shri Ashish Kumar and Toni are still working with the bank and her services have been terminated, adopting unfair labour practice. Accordingly, the workman has prayed that the management be directed to reinstate her with continuity in services and back wages.

5. Rebutting the claim of the workman, the management of the bank has submitted that the workman was never appointed in the Bank, following due procedure. It has stated that the services of the workman were availed at Raipur Road Branch and due to closure of the said service counter w.e.f. 01-02-2004, the bank stopped availing services of the workman w.e.f. 31-1-2004; and since she was not paid retrenchment compensation while alleged

termination of her services on 31-1-2004, the Bank agreed to re-engage her in the same capacity, on the basis of conciliation proceedings dated 30-1-2004 before Asstt. Labour Commissioner (Central), Dehradun. It has further submitted that when the Bank was not in requirement of the services of the workman, it retrenched her, after complying with the provisions of I.D. Act including notice, payment of retrenchment compensation etc; accordingly, it has prayed that the claim of the workman is liable to be rejected being devoid of merit.

6. The workman has filed rejoinder whereby he has only reiterated his averments already made in the statement of claim and has introduced nothing new.

7. The parties have filed documentary proof in support of their respective cases. The workman has examined himself whereas the management examined Shri Jagdish Kumar, Manager (HR) in support of their case. The parties availed opportunity to cross-examine each other's witnesses. The management's witness was cross-examined on 23-11-2009; and thereafter, 28-01-2010 was fixed for written arguments by the parties; in compliance thereof, the workman filed its written argument on 01-04-2010; but the opposite party neither filed any written argument nor forwarded any oral argument and the case is lingering for argument of the opposite party since long i.e. for 2 1/2 years; accordingly, keeping in view the long pendency of the case since 2007 and reluctance of the opposite party to argue their case the case was reserved for award after hearing the workman only.

8. It is the case of the workman that the management firstly, terminated its services due to closure of its extension counter, thereafter, reinstated her in pursuance to the settlement dated 30-11-2004, executed before Assistant Labour Commissioner (Central), Dehradun. The bank management reinstated the workman but aftersometimes again terminated her services, giving notice and retrenchment compensation, though some of the juniors were retained in service.

9. In rebuttal the management has come forward with the case that the workman had never been appointed following due procedure and the workman's services were terminated due to non-availability of work after paying her retrenchment compensation and notice provided in the Act.

10. The parties have filed documentary evidence in support of their respective case.

11. I have given my thoughtful consideration to the rival contentions of the authorized representatives of the parties and scanned entire evidence on record.

12. From perusal of the respective pleading of the parties and evidence on record it is apparent that initially the services of the workman were terminated due to closure of the extension counter Nash Villa Road. Aggrieved for said termination the workman made a complaint before Assistant Labour Commissioner (Central), Dehradun who called upon the parties for conciliations. During conciliation proceedings the parties undergone a settlement dated 30.11.2004, paper No. 5/6, and consequently, the workman was reinstated *vide* letter dated 30.11.2004, paper No. 5/7. Thereafter, the workman was retrenched after giving one month's wages in lieu of notice and retrenchment compensation *vide* letter dated 29.06.2005, paper No. 5/9, in accordance with the provisions of Section 25F of the I.D. Act.

13. Admittedly, the workman had been working a part time sweeper with the bank since 01.01.1992 and on termination her services, she was reinstated in terms of settlement execute before Assistant Labour Commissioner (Central), Dehradun, which reads as follows:

"Today the management has agreed to resolve this dispute on the following terms and conditions:

- (i) That it has been mutually agreed by the management and the concerned workman Smt. Usha Devi is that the workman will be reinstated in service on the same terms and conditions of service and on the wages last paid to her.
- (ii) That due to the closure of the extension counter the workman Smt. Usha Devi shall remain attached with the Rajpur Road Branch, Dehradun in supernumerary capacity.
- (iii) That her reinstatement in service shall be w.e.f. 31.1.2004 and she will be entitled for wages from the aforementioned date.
- (iv) Both the parties have expressed satisfaction on the way the dispute has been resolved."

In compliance to above settlement, the workman was given offer of reinstatement *vide* dated 30-11-2004, paper No. 5/7, which reads as follows:

"Madam,

#### Offer of reinstatement

This refers to the conciliation proceedings on the dispute raised by you under section 2-a of the I.D. Act with the Asstt. Labour Commissioner (Central) Dehradun.

2. As suggested by the Asstt. Labour Commissioner (Central) and mutually agreed by the parties, we are reinstating you in service on the same terms and conditions of services and on wages last paid to you. As the Extension Counter is now closed and there is no position of sweeper

thereat, you will remain attached in Supernumerary capacity to Raipur Road Dehradun branch. You will, however, not be allotted any work as there is no position vacant in the branch were your services can be utilized.

Yours faithfully,  
sd./-

Asstt. General Manager"

The workman joined the service w.e.f. 01.12.2004, in pursuance to above letter dated 30.11.2004 and thereafter her services were retrenched *vide* letter dated 29.06.2005, paper No. 5/9, giving the workman one months pay in lieu of notice and retrenchement compensation.

14. A bare perusal of above settlement, offer of reinstatement it becomes apparent that the management reinstated the workman on the terms and conditions it was working before i.e. same post, pay etc. Nowhere in the settlement/offer of reinstatement it is mentioned that she is being reinstated for the reasons that to fill up the lacunas left in earlier termination. If there was no work for her then why she was reinstated? There is no explanation from the management as to what impelled them to enter into settlement with the workman. The workman in her cross examination has stated that when she was reinstated then there was no work in the branch for her. The management witness in his cross examination has stated that the workman was kept for 8 months for the second time and during this duration no work was taken from her due to non-availability of work, though the salary was paid to her. He also stated that when she was removed for the second time she was paid notice pay and retrenchment compensation. Thus, it is very much clear from the testimony of the management witness that the management entered into settlement and reinstated the workman just to save itself from the claws of the law as while terminating the services of the workman for the first time on 31.01.2004, the management was supposed to comply with the provisions of Section 25F as the workman was working with them since 01.10.1992. Therefore, probably on getting knowledge of provision of Section 25F of the I.D. Act, the management tried to mend his ways and reinstated the workman in pursuance to the settlement, though there was no work with them and after passage of sometime it again removed the workman from service; but this time it complied with the provisions contained in the Section 25F of the Act. This goes to show that the action of the management of the bank in reinstating the workman in pursuance to the settlement was just an effect to fill the blanks in its action so that it may not face set back before any legal authority/forum.

15. Furthermore, the workman in his evidence has stated that the workmen viz, Shri Ashish Kumar, Toni and Raj Kumar, who are working in other extension counters and Zonal Office of the bank are juniors to him. Neither there is any cross-examination on the point from the management

nor has it rebutted this fact in its evidence, which goes to show that the workmen junior to the workman are still working with the bank whereas services of the workman have been retrenched in violation to the provisions contained in the Section 25-G of the Act.

Section 25 G of the I.D. Act reads as follows:

**"25F. Procedure for retrenchment.** Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman."

There is no rebuttal of this fact that no junior to the workman are working with the bank management. Hence, the management has utterly failed to show that no junior to the workman are working with them. On the contrary the workman has made specific submission that workmen *viz.* Shri Ashish Kumar, Toni and Raj Kumar, who are junior to her are still working with the Bank. In the circumstances, it was incumbent upon the management to come forward with a case that it has not retained any workman junior to her and should have made specific pleading in this regard; but it failed to do so.

It is settled law that for attracting the applicability of Section 25-G of the Act, it is sufficient for the workman to plead and prove that while effecting retrenchment, the employer violated the rule of 'last come first go' without any tangible reason. It is true that the rule of 'first come, last go' in Section 25-G could be deviated from by an employer because the section uses the word "ordinarily". It is, therefore, permissible for the employer to deviate from the rule in cases of lack of efficiency or loss of confidence, etc., as held in *Swadesamitran Ltd. V. Workmen*. But the burden will then be on the employer to justify the deviation. No such attempt has been made in the present case. On the contrary, from the perusal of the paper No. 5/2, which is application for conversion to part time sweeper by the workman dated 14-10-98 it is very much clear that the work of the workman was satisfactory to the bank authorities, as the branch manager has made following recommendations while forwarded said application:

"Smt. Usha Devi is working as part-time sweeper satisfactorily. Recommended for favourable consideration.

-sd-

Branch Manager  
Jakhan (Dehradun)

The above document is not denied by the bank management. Hence, it is clear that there is clear violation of Section 25-G of the I.D. Act, 1947.

16. Hence, I am of the considered opinion that the action of the management of the State Bank of India, Dehradun to retrench the services of Smt. Usha Devi w.e.f. 01-07-2005 is neither legal nor justified.

17. Accordingly, the reference is adjudicated in favour of the workman; and in my opinion the workman, Usha Devi is entitled to be reinstated with continuity in service. However, she will not be entitled for back wages, following the principle of 'no work no pay' as she was a part time sweeper.

18. Award as above.

Dr. MANJU NIGAM, Presiding Officer  
LUCKNOW. 24-09-2012.

नई दिल्ली, 9 अक्टूबर, 2012

का.आ. 3314.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एच.डी.एफ.सी. बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अरनाकुलम के पंचाट (संदर्भ संख्या 14/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-10-2012 को प्राप्त हुआ था।

[सं. एल-12011/55/2010-आई.आर. (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th October, 2012

**S.O. 3314.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2011) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Ernakulam, as shown in the Annexure, in the industrial dispute between the management of HDFC Bank and their workmen, received by the Central Government on 09.10.2012.

[No. L-12011/55/2010-IR (B-1)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

**PRESENT:** Shri.D. Sreevallabhan,B.Sc., L.L.B., Presiding Officer

(Tuesday the 18th day of September, 2012/27th  
Bhadrapadam, 1934)

I.D.14/2011

Union	:	1. The General Secretary, Lord Krishna Bank Worker's Organisation, House No.48/102,
-------	---	--

Hari Nivas,  
 Thanickal, Elamakkara,  
 Kochi-682 026  
 By Adv. Shri. T.C.Krishna.  
 Management : The Deputy Vice President,  
 HDFC Bank,  
 Indian Express Building,  
 Kaloor, Kochi,  
 Kerala - 682017  
 By Adv. Shri. Saji Varghese.

This case coming up for final hearing on 14.09.2012 and this Tribunal-cum-Labour Court on 18.09.2012 passed the following :

#### **AWARD**

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government, Ministry of Labour by its Order No. L-12011/55/2010-IR(B-I) dated 25.05.2011 referred the industrial dispute to this Tribunal for adjudication:

2. The dispute is:

“Whether the action of the management of HDFC Bank Ltd., Cochin in not paying daftary allowance to Shri Mahesh V. Mallya, Senior Sub-Staff from February 2008, is legal and justified? To what relief the workman is entitled?”

3. After receipt of summons both union and management entered appearance. Union filed claim statement with a prayer to pass an award holding that the action of the management in not paying daftary allowance to the workman from February 2008 is illegal and unjustifiable and to direct the management to pay the daftary allowance to him for the period from February 2008 to October 2010 by making the allegation that the daftary work was carried out by him during that period and is entitled to get the allowance.

4. Management filed written statement denying the claim for daftary allowance by contending that he is not entitled to make any claim for daftary allowance for that period.

5. Union filed rejoinder denying the contentions in the written statement and reaffirming the allegations in the claim statement based on which the claim is made.

6. Before adducing any evidence union filed memo to the effect that it withdraws from prosecuting the industrial dispute. As the union is not interested to further proceed with the matter it is not possible to answer the reference after having a proper adjudication. The case cannot further be proceeded with and hence the reference is closed.

The award will come into force one month after its publication in the official gazette.

D. SREEVALLABHAN, Presiding Officer

4012 9/12/2012-28

नई दिल्ली, 9 अक्टूबर, 2012

का.आ.3315.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसूर स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 49/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.10.2012 को प्राप्त हुआ था।

[सं. एल-12012/144/2005-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th October, 2012

S.O. 3315.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 49/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of State 'Bank of Mysore and their workmen, received by the Central Government on 09.10.2012

[No. L-12012/144/2005-IR (B-I)]

RAMESH SINGH, Desk Officer

#### **ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
BANGALORE**

**Dated: 27.09.2012**

#### **PRESENT**

**Shri S. N. NAVALGUND, Presiding Officer**

**C.R.No. 49/2005**

#### **I PARTY**

Shri H.R. Anand Rao,  
 S/o H. Ranganatha Rao,  
 H.No. 461, Gandhi Nagar,  
 1st Cross, Harihar,  
 Davangere District,  
 Davangere  
 Karnataka State

#### **II PARTY**

The General Manager,  
 State Bank of Mysore,  
 Head Office, K.G. Road,  
 Bangalore

#### **AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and Sub section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute *vide* order No. L-12012/144/2005-IR (B-I) dated 14.11.2005 for adjudication on the following Schedule:

#### **SCHEDULE**

“Whether the management of State Bank of Mysore is justified in dismissing the services of Shri H.R. Anand Rao from the services of the Bank? If not to what relief the workman is entitled to?”

2. The first party was served with the charge sheet dated 13.05.1999 which reads as under:

#### Charge Sheet:

While working as Clerk at our Harihar branch, you are alleged to have committed certain serious acts of misconduct and omissions and commissions as detailed hereunder:

#### Charge-I

You had prepared the following withdrawal forms in respect of SB account No. 16/11915 of Shri Ashok Kesarkar:

Date	Amount (Rs.)
27.07.96	10,000/-
27.08.1996	10,000/-
09.11.1996	3,500/-
16.11.1996	1,000/-

Subsequently it transpired that you had forged the signature of the depositor on all the four withdrawal forms and taken payment of all the four withdrawals.

Your above act, if established, would amount to gross misconduct under provision 19.5(j) of Bipartite Settlement.

#### Charge II

You had deliberately posted all the four fraudulent withdrawal forms referred in Charge I, though you were not working in SB counter on 27.08.96, 9.11.96 and 16.11.1996.

Further you got the vouchers referred in Charge No. 1 passed by the supervisory officials towards the fag end of the day without producing the pass book.

Your above acts, if established, would amount to gross misconduct under provision 19.5 (j) of Bipartite Settlement.

#### Charge III

You were in possession of pass book in respect of SB account No. 16/11915 of Shri Ashok Kesarkar which was given to you for updating the entries during July, 1996. You made some fictitious entries in the pass book and also deliberately omitted to enter a few transactions in the pass book, which were there in the ledger, to cover up the fraudulent transactions done by you. A few such instances are:

1. Debit of Rs. 10,000/- dated 27.07.1996 recorded in the ledger sheet is not entered in the pass book.
2. Dabit of Rs. 10,000/- dated 27.08.1996 recorded in the ledger sheet is not entered in the pass book.

3. Debit of Rs. 3500/- dated 09.11.1996 recorded in the ledger sheet is not entered in the pass book.
4. Debit of Rs. 1000/- dated 16.11.1996 recorded in the ledger sheet is not entered in the pass book.
5. Credit of Rs. 1,500/- dated 8.10.1996 recorded in the ledger sheet is not entered in the pass book.
6. Credit of Rs. 1200/- dated 22.08.1996 appearing in the pass book is not recorded in the ledger sheet.
7. Cheque No. 899 dated 9.12.1996 for Rs. 2000/- entered in the pass book is not recorded in the ledger sheet.
8. Cheque No. 900 dated 23.12.1996 for Rs. 1000/- entered in the pass book is not recorded in the ledger sheet.

The following deficiencies are also observed in the pass book.

1. Two centre pages of the pass book are removed.
2. Date against debit of Rs. 3000/- towards cheque No. 746892 has been mentioned as 8.10.1996 in the pass book.
3. Balance as per ledger sheet is Rs. 2,892/- as on 23.12.1996 whereas the same has been written as 21,512/- in the pass book.

Your above acts if established, would amount to gross misconduct under provision 19.5 (j) of Bipartite Settlement.

You are required to submit your replies to the above charges within 15 days from the date of receipt of this charge sheet, failing with it will be deemed that you have nothing to submit and the matter will be proceeded further without any reference to you.

Please acknowledge receipt of this charge sheet on the enclosed copy.

sd/- Disciplinary  
Authority & Regional  
Manager.

3. On his reply to the said charge sheet denying the charges dated 7-09-1999 the management not satisfied with the same ordered for disciplinary enquiry appointing Shri M.D. Prahladachar as Enquiry Officer and Shri N. Kallash Murthy as Presenting Officer, subsequently Shri U. Anantha Holla was substituted in place of Shri M.D. Prahladachar, ADB, Davanagere. The enquiry officer while

fulfilling the requirements of the preliminary hearing on denial of the charges by the first party. CSE while exhibiting as Ex. MEX-1 to MEX-20 the detailed description of which are narrated in the annexure examining 5 witnesses for the management whose details are given in the annexure and as the CSE/first party did not choose to examine himself or any witnesses, after receiving written briefs submitted by the management representative and the defence representative the enquiry officer submitted his finding dated 21-02-2002 wherein he has held charge No. 1 & 3 being proved, No.2 being partly proved. Thereafter the disciplinary authority while forwarding the copy of the enquiry report receiving the reply and affording personal hearing by his order dated 13-05-1999 decided to award the Punishment of discharge from services and passed order accordingly. On appeal to the Dy. General Manager he too after affording the personal hearing by his order dated 30-11-2002 while confirming the order of the Disciplinary Authority rejected the appeal and thereafter on failure of the conciliation proceedings before the ALC(C), Hubli the ministry made this reference for adjudication.

4. Since my learned Predecessor having regard to certain allegations made by the first party regarding validity of the Domestic Enquiry after receiving the evidence of both sides and hearing the arguments by order dated 27-12-2007 held the Domestic Enquiry being fair and proper and arguments addressed by both the sides on merits have been heard, the points that now remains for my consideration are:

(1) Whether the finding of Enquiry Officer Charge No. 1 and 3 being proved, No. 2 being partly proved is perverse?

(2) If not, whether punishment of discharge is disproportionate?

(3) To what reliefs workman is entitle to?

5. The learned advocate appearing for the first party while taking me through the charges and the evidence of the management witnesses before the enquiry officer urged all of them/management witnesses having confirmed that the payment of amount pertaining to vouchers in question being made to the account holder himself in the absence of the evidence of the account holder Shri Ashok Kesarkar that he had not submit those vouchers and the signature appearing on them are forged, only because the first party/CSE assisted him in filling the vouchers by himself, the charge that he forged the signature of the account holder on the voucher and managed to pass them for payment and received the amount and thereby committed fraud either on the account holder or on the bank cannot be held proved as such the finding of the enquiry officer in the charges against him charge No. 1 & 3 being proved and 2 being partially proved is unsustainable being perverse. Thus he urged to set aside the enquiry finding and to order for reinstatement of the first party with full backwages, continuity of service and all other consequential benefits.

As against this the learned advocate appearing for the second party without answering the arguments addressed by the first party counsel or highlighting the evidence in support of the finding of the enquiry officer Charge No. 1 and 3 being proved and Charge No. 2 being partially proved just urged that the punishment imposed against the first party being only discharge from service and no dismissal, the very reference itself being faulty it is not maintainable and mere non examination of account holder/complainant do not vitiate enquiry findings as strict rules of evidence are not applicable, urged to reject the reference confirming the finding of the enquiry officer and the punishment imposed by the Disciplinary Authority and confirmed by the Appellate Authority. The learned advocate appearing for the second party with list produced the following citations without highlighting how they are applicable to the case on hand.

1. AIR 1996 SC 320+1996(I) LLJ 289  
State Bank of Bikaner and Jaipur Vs. PD Grover
2. 1996 Lab IC 1709-M Bojaraj V. SBM
3. 1997 FJR (Vol. 90) 372 (Karnataka) D. Anandakumar Vs. Indian Airlines.
4. 1993 (I) LLJ 541(CAL) Ashok Kumar Choudhary Vs. Calcutta Port Trust and Others.

6. On appreciation of the pleadings, evidence placed on record by the management in the domestic enquiry with the arguments addressed before me I have arrived at the conclusion the finding of the enquiry officer Charge No. 1 and 3 being proved and Charge No. 2 being partially proved is perverse and that the first party is entitle for reinstatement with continuity of service, full back wages and other consequential benefits that he would have received in the absence of the impugned punishment of discharge for the following reasons.

#### Reasons:

7. As rightly urged on behalf of the first party the evidence of all the management witnesses examined before the enquiry officer do disclose that the amount covered in the disputed vouchers have been passed to the account holder himself as such in the absence of the evidence of the account holder alleged to have filed the complaint that the signatures appearing on those vouchers are not his signatures and that the amount under those vouchers have been withdrawn on his forged signature, the finding that the charge of forgery of vouchers of account holder has been proved is perverse. Shri S.Y. Managoli, Assistant Manager examined as BW1 to speak on BEx.5, 3, 2, 8 and 11 while deposing that withdrawal slip dated 27-08-1996 has been prepared in the handwriting of Anand Rao/CSE and posted in the ledger initialed by the CSE passed by him/BW1 vide his scroll No.31 and same has been entered in the cashier's payment scroll vide serial No.8 dated

27-08-1996 and that he did so in his capacity as Assistant Manager (AF) and also as an accountant on the particular day, as the permanent accountant was on deputation on official duty and as per the procedure the customer will come to the concerned SB Clerks handing over the cheques/ withdrawal slips for payment and after issuing the token the concerned clerk will post in the ledger sending it to the Accountant for passing the accountant will pass the voucher after verifying the specimen signature and in the presence of the customer send it to payment cashier through transit voucher book and that he mean to say the said voucher has also passed by the same procedure and thereby absolutely there is no imputation in his evidence against the CSE/first party, the voucher in question was forged by him or that he managed passing of that voucher for payment. When the Presenting Officer seeking permission to reexamine him when put a question "Mr. Managoli please peruse BEx. 3 whether this withdrawal in question has passed through BEx. 3 and depose the procedure of having passed this withdrawal," when he answered that he has already told in that regard the enquiry officer warning the Presenting Officer that he is cross examining his own witness closed his evidence. Now coming to the evidence of BW2, H Basavaraj, Teller to speak on BEx. 5 & 11 while deposing that the withdrawal slip dated 27-08-1996 pertaining to SB Account No. 16/11915 of Ashok Kesarkar he has made payment of Rs. 10,000 after passing by the passing official against token No. 363 and the said token has been made to the account holder, thereby he has confirmed the voucher in question being duly passed by the passing official and payment being made by him to the account holder only. Thereby absolutely there is no indication in his evidence the voucher in question being either forged or managed by the first party for its passing and receiving the amount. Now coming to the evidence of BW3 Shri B.R. Ramachandra Rao who was brought to speak on BEx. 4, 7, 2, 11 and 3 while stating that BEX. 4 is withdrawal form for Rs. 10,000 dated 27-07-1996 pertaining to the account No. 16/11915 written by H.R. Anand Rao, Clerk/CSE was brought to him/ BW3 for payment which was duly posted in the ledger by Shir H.R. Anand Rao/CSE at the fag end of the business hours for which token was not issued which was removed from the counter in the usual course and as pass book was not produced he insisted to identify the signature of the depositor and the same was identified by the CSE then that voucher is scrolled by him at No. 31 out of 33 vouchers passed by him in his payment scroll of 27-07-1996 and same is duly entered in the ledger account of the account holder. Thus in his evidence also there is nothing to attribute to the first party to substantiate the charge of forgery to the account holder and it only suggest that the voucher was in his handwriting and he assisted for passing of the said voucher. Now coming to the evidence of BW4 Shri D. Ismail who was examined to speak of BEx 6 and 12 he has

deposited BEX. 6 is the withdrawal form pertaining to the account No. 16/11915 of Ashok Kesarkar dated 16-11-1996 of Rs. 1000 vide his scroll No. 2 payment made to Shri Ashok and the said payment has been made without token number and he could not mention the denomination on the backside of the withdrawal. In his cross examination by the defence representative he confirmed the payment has been made to the account holder, thereby there is nothing in his evidence as well to attribute forgery of voucher of Rs.1000 dated 16-11-1996 by the CSE or he receiving the amount under that voucher and on the other hand it is confirmed by him that payment has been made to the account holder alone. Now coming to the evidence of BW5, Shri T. Rajanna, who was brought to speak on Ex. BEX. 4 and 10 deposed that he has paid the referred payment at the time of closing of business hours and further confirmed the payment has been made to the account holder only. Thus all the witnesses examined for the management having confirmed the amount covered under the vouchers in question being made to the account holder himself, in the absence of the evidence of the account holder Shri Ashok Kesarkar alleged to have filed a complaint that the signatures on the vouchers are not belonging to him and that the amount covered under those vouchers are not received by him, the charge that the said vouchers in question were forged by the first party and he managed to receive that amount the thereby committed fraud on the account holder or to the bank falls to the ground as such the finding of enquiry officer the charge No. 1 and 3 are proved and No. 2 partially proved is perverse and unsustainable. Under the circumstances the decision of the disciplinary authority as well as the Appellate Authority confirming the finding of the enquiry officer and imposing the punishment of discharge and confirming the same do not sustain. Under the circumstances I arrived at conclusion of setting aside the finding of the enquiry officer as well as the punishment imposed by the disciplinary authority and confirmed by the Appellate Authority.

9. Since the second party/management on the basis of an enquiry finding found to be perverse based the impugned punishment of discharge and failed to place on record that subsequent to the said order the first party is gainfully employed, it is liable to reinstate him in service with full back wages, continuity of service and all other consequential benefits he would have received in the absence of the impugned punishment of discharge. In the result I pass the following Award :

#### AWARD

The reference is allowed holding that the management of State Bank of Mysore is not justified in discharging (which is wrongly mentioned as dismissal in the schedule of the reference) the services of Shri H.R. Anand-rao from

the services of Bank and that he is entitle for reinstatement with continuity of service, full back wages and other consequential benefits that he would have received in the absence of impugned punishment.

S.N. NAVALGUND, Presiding Officer

#### ANNEXURE

List of witnesses examined by the management before the Enquiry Officer

S/Shri

1. S.Y. Mangoli, Asst. Manager	BW1
2. H. Basavaraj, C.G.K	BW2
3. B.R. Ramachandra Rao, Manager	BW3
4. D. Ismail Sub, C.G.K	BW4
5. T. Rajanna, Head Cashier	BW5

Documents exhibited for the Management before the Enquiry Officer

1. SB account opening form of Shri Ashok Kesarkar A/c No. 16/11915.	MEX-1
2. SB Account ledger sheets No. 421673 & 421476 of 16/11915.	MEX-2
3. SB pass book of 16/11915.	MEX-3
4. Withdrawal dated 27.07.1996 for Rs. 10000/- of Account No. 16/11915.	MEX-4
5. Withdrawal dated 27.8.1996 for Rs. 10,000/- of Account No. 16/11915.	MEX-5
6. Withdrawal dated 16.01.1996 for Rs. 1000/- of Account No. 16/11915.	MEX-6
7. Passing Officials Scroll dated 27.07.1996.	MEX-7
8. Passing Officials Scroll dated 27.08.1996.	MEX-8
9. Passing Officials Scroll dated 16.01.1996.	MEX-9
10. Payment cashier's Scroll dated 27.07.1996.	MEX-10
11. Payment cashier's Scroll dated 27.08.1996.	MEX-11
12. Payment cashier's Scroll dated 9.11.1996.	MEX-12
13. Payment cashier's Scroll dated 16.11.1996.	MEX-13
14. Complaint from account holder dated 16.01.1997	MEX-14
15. Complaint from account holder dated 17.01.1997	MEX-15
16. Handwriting experts opinion page 1	MEX-16
17. Handwriting experts opinion page 2	MEX-17
18. Caution letter issued to Shri T. Rajanna	MEX-18
19. Caution letter issued to Shri H. Basavaraj	MEX-19
20. Caution letter issued to Sr. D. Ismail Sab	MEX-20

List of witnesses examined by the first party/CSE before the Enquiry Officer.

4012 G5712-29

Nil

#### List of Documents of 1st party/CSE marked in the Enquiry

Nil

नई दिल्ली, 9 अक्टूबर, 2012

का.आ. 3316.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट (संदर्भ संख्या 9/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.10.2012 को प्राप्त हुआ था।

[सं. एल 12012/15/2010-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th October, 2012

S.O. 3316.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award (Ref. No 9/2010) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Punjab Gramin Bank, and their workmen, received by the Central Government on 09/10/2012.

[No.L-12012/15/2010-IR(B-D)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH,  
PRESIDING OFFICER, CENTRAL GOVT.  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT I,  
CHANDIGARH

Case No. I.D. 9/2010

Shri Narender Kumar, S/o Shri Joginder Raj, R/o 72, Power Colony, Majhitha Road, Amritsar (Punjab).

.....Applicant

Versus

The Chairman, Punjab Gramin Bank, Jalandhar Road, Kapurthala

.....Respondents

#### APPEARANCES:

For the workman: Sh. Pawan Kumar.

For the management: Shri Davinder Sharma.

**AWARD**

Passed on 26.9.2012

Central Govt. vide notification No.L-12012/15/2010-IR (B-I), dated 2.07.2010, has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Punjab Gramin Bank, Kapurthala, in awarding the punishment of removal from service to Shri Narinder Kumar, Ex-Clerk-cum-Cashier without conducting of fair enquiry, is legal and justified? If not, what relief the workman is entitled to and from which date?"

2. Brief facts of the case according to workman are that while performing his duties as clerk-cum-cashier at branch office Nijarpura of the management of bank on 2.9.2005 at the time of closing of the cash in the evening a shortage of Rs. 5400 of cash was found. The branch manager was informed and staff present in the bank besides workman, the branch manager, messenger Mangal Singh and SPO Bachan Singh, tried to find the cash but to no avail. It is pleaded that as it was a simple case of cash shortage which could have happened due to more payment or less receipt of cash due to heavy workload, the same was not reconciled and on the advise of the branch manager a withdrawal slip from personal account No. 129 of the amount involved was kept in the cash box and books were closed. It is pleaded that there was sufficient balance in OD account no. 129 to meet the requirement.

3. The workman further pleaded that at the relevant time the uncle of workman who brought up workman fell seriously ill and he died on intervening night of 2/3.9.2005. When the workman came to handover the keys to the branch manager on 3.9.2005, the branch manager asked the workman to effect few cutting in the books on the pretext of making the account clear. It is specifically pleaded that these cuttings were made on the instance of branch manager. Later on it transpired that after getting the said cuttings effected in the relevant books the branch manager malafide taken of the voucher of Rs. 5400 and torn of the same which was placed there to meet the shortage of cash occurred in the evening of 2.9.2005. The Branch manager falsely and illegally implicated the workman in an alleged case of embezzlement. The workman was served with the charge sheet of embezzlement of Rs. 5400 of inflating the cash in hand to Rs. 1,22,719 from the amount of Rs. 1,17,319

4. It is further pleaded by the workman that he filed detailed reply to the charge sheet stating therein that it is a simple case of cash shortage and there was no intention to embezzle any amount. Despite this reply enquiry was ordered and enquiry officer was appointed who did not give impartial treatment to the workman and he was biased and did not provide proper opportunity to the workman to cross-examine the witnesses of the management and also not permitted to produce defence in proper manner. Enquiry

report dated 17.11.2006 is totally illegal unlawful perverse and against the principle of natural justice. He has not considered the evidence of PW1 Mangal Singh messenger and DW1 Bachan Singh which clearly establish that it was a case of shortage of cash and not of embezzlement. Thus the workman was seriously prejudiced by the acts of enquiry officer. On the basis of the above illegal and baseless enquiry show cause notice was issued by the General Manager for proposing the penalty "removal from service which shall not be disqualification for future employment" upon the workman. The workman again filed detailed reply but the General Manager *vide* order dated 15.3.2007 confirmed the above penalty. The workman filed the appeal against this order. But *vide* order dated 6.6.2007 the appellate authority also dismissed the appeal.

5. It is pleaded by the workman that orders dated 15.3.2007, 6.6.2007 are totally illegal, non speaking, cryptic, unlawful against the provisions of Punjab Gramin Bank (Officers and Employees) Service Regulation, 2005 and against the principle of natural justice which smacks of arbitrariness and malafide, based on no evidence and the same is liable to be set aside and workman is entitled to be reinstated in service with all consequential benefits and the enquiry may be declared as void-ab initio.

6. Further it is also pleaded that punishment is disproportionate to the alleged act of misconduct and highly excessive and the same is not sustainable. It is also alleged that on the day of incident, the record of the branch being inspected by the inspecting officer. Had there been any such incident as has been alleged against the workman, the said Inspecting Officer must have taken cognizance of the same on the same day. There is no such report of Inspecting Officer as there was no embezzlement and the shortage of cash made good by placing the withdrawal slip of the amount in question by the workman from his personal OD account and it was all happened due to the inimical attitude of the then manager who gave a false report. The workman is innocent and the workman is entitle for reinstatement with full back wages and all consequential benefits.

7. The management filed reply to claim statement by taking some preliminary objections stating therein punishment was commensurate to the charges leveled and the claim deserved to be dismissed as he was involved in fraudulent activities and embezzled Rs. 5400 by wrongly mentioning the number quantity of notes coins and when the branch manager checked the cash the above mentioned amount found to be short. He was issued charge sheet to which the workman filed reply and to find out the truth, enquiry officer was appointed. The workman allowed to inspect the record but workman did not turn up. The enquiry was conducted in most fair and proper manner. The workman is given full opportunity to defend himself in the

enquiry. Workman verified the original documents. He along with his representative cross-examined the management's witnesses. He was also allowed to produce his witnesses who were cross-examined by the presenting officer. After considering the material evidence on record. Enquiry Officer submitted his enquiry report finding the charges leveled against the workman fully proved. Copy of the enquiry report sent to the workman. Show cause notice was given by the disciplinary authority with proposed punishment. He was given personal hearing and the order for removal from service has been passed by the disciplinary authority which is legal, just, proper and in accordance with rules. The appeal filed by the workman was also rejected by the appellate authority after providing him hearing. The enquiry conducted against the workman was in accordance with the principle of natural justice. The workman was allowed all possible opportunity to defend himself during enquiry. Therefore, the penalty of removal from bank service is legal, just and in accordance with rules and there is no merits in the claim of the workman therefore, the workman is not entitled any relief and the reference may return against the workman.

8. The workman submitted rejoinder to the written statement reiterating the claim made in the claim statement. The management also filed reply to rejoinder repeating the submissions in the written statement. The workman also filed affidavit in support of the claim statement reiterating the claim.

9. Enquiry proceedings and documents serial no. A1 to A-57 have been placed on record by the management which consist charge sheet, reply of the workman, written brief by the defence, findings of the enquiry officer, reply to enquiry report, appeal filed by the workman along with documents and enquiry proceedings.

10. Arguments heard. I have carefully gone through the record and enquiry proceedings and other relevant documents.

11. Learned representative of the workman has argued that in the evening of 2-9-2005 at the time of closing of cash a shortage of Rs. 5400 was found and that time. Mangal Singh messenger, Bachan Singh SPO, Branch Manager Smt. Kulwinder Kaur along with workman who were present tried their best to locate the shortage and when it was not found a cash voucher of Rs. 5400 was placed in the cash from OD account No. 129 of the workman to meet the shortage of cash. It is specifically argued that there was sufficient balance in OD account of the workman. As per bank procedure shortage and excess balance are routine in the daily transaction and the above shortage cannot be taken as embezzlement. It all happened in the presence of the branch manager who was present up to the time of closing of the branch on 2-9-2005. It is on the asking of branch manager the cash voucher of Rs. 5400 was placed in cash box to meet the shortage and it is well in the

knowledge of the branch manager. It is argued that on next day i.e. 3-9-2005 the uncle who brought up the workman died and when the workman came to the bank to inform about the demise of uncle, in good faith on asking of the branch manager he made some entries in the presence of the branch manager without knowing the intention of the manager to implicate the workman in the case of embezzlement. The shortage and excess amount is routine practice in the bank and the management due to the reason known to them made a case of embezzlement which is against the policy of bank even. Despite the fact that it is routine matter and the loss of shortage of Rs. 5400 was made good by the workman on the same day he was served with charge sheet. His detailed reply was rejected, enquiry was ordered and enquiry officer was appointed. The enquiry was conducted in most biased manner and against the principle of natural justice. The workman was not allowed to place on record the documents. The evidence of PW1 Mangal Singh and Bachan Singh DW1 was not considered. The request of the workman for change of the enquiry officer who was conducting the enquiry against all canon of principle of natural justice was rejected and workman was given the punishment which is also disproportionate to the alleged misconduct. In all it is argued that the charges against the workman are false, totally misconceived and the enquiry against the workman was also conducted in a biased manner. The enquiry report is not based on the evidence adduced during the enquiry. The enquiry report is perverse as it is not based on the evidence recorded during enquiry as the enquiry officer being biased and partial has not considered the statements of DW1 and PW1 mentioned above. The appeal against the punishment imposed has been rejected without application of mind by the appellate authority. It is prayed that enquiry conducted being against the principle of natural justice may be declared as vitiated and workman may be reinstated in service with full back wages and all consequential benefits.

12. On the other hand the learned representative of the management argued that on the closing of cash on 2-9-2005 when the workman working as cashier embezzlement of Rs. 5400 was detected by the branch manager. It was found that instead of Rs. 1,22,719 the cash was found as Rs. 1,17,319 causing the cash shortage of Rs. 5400. No cash voucher was placed by the workman as alleged for the above amount and the workman embezzled the amount of Rs. 5400 for which he was rightly charged and to find the fact enquiry was ordered and the enquiry was conducted by the enquiry officer in a most fair manner and the workman was allowed all possible opportunity to defend himself. The punishment also given to the commensurate to the misconduct. It is also argued that embezzlement of single penny by any employee can harm the reputation of the bank and when bank loses trust in an employee then the said employee cannot be

continue with the service as this relationship is based on the trust and the workman is not entitle to be reinstated. The misconduct constitute as major misconduct and all possible opportunity was given to be workman. After following the procedure of enquiry the workman was found guilty of misappropriating the amount of Rs. 5400 and indulgence in fraudulent entries, therefore he deserved no leniency and there is no merit in the claim and the reference may be returned against the workman.

### Findings

13. So far the fairness of enquiry is concerned, learned predecessor *vide* order dated 28-10-2010 afforded opportunity to both the parties to adduce their evidence by filing affidavits as well as documents.

14. Before this Tribunal parties filed their affidavits and documentary evidence also. The facts as narrated above, the workman was working as clerk-cum-cashier on the relevant date i.e. 2-9-2005. This fact is not disputed that on 2-9-2005, workman was on duty and transacted the banking business. On that date, workman at the time of closing the cash found that there was a shortage of cash Rs. 5400. Workman on the advice of the then branch manager, kept withdrawal slip of the amount involved from the personal account of the workman and completed that book for the day. Next day, i.e. 3-9-2005, the then bank manager asked the workman to effect few cuttings in the account books. The said cuttings were made on 3-9-2005. Management submitted before this Tribunal that the workman not only embezzled the bank funds of Rs. 5400 but also made fraudulent entries in the account books by cutting and over writing. Besides this, workman also wrongly mentioned the denomination of currency notes and coins.

15. Workman submitted before this Tribunal that he requested to change the enquiry officer being biased. This Tribunal considered this submission and found that the management has rightly declined the request of the workman finding no reason to change the enquiry officer. After making preliminary enquiry, the management on finding *prima facie* case of embezzlement of bank's funds submitted charge sheet against the workman. The charge sheet was served upon the workman who submitted his reply. Enquiry officer during enquiry examined witnesses and workman was also afforded the opportunity of cross-examination of the witnesses. Thereafter enquiry officer submitted his enquiry report and found that the charges leveled against the workman were proved. Disciplinary authority served show cause notice to the workman and after thoughtful consideration, the disciplinary authority passed the following order dated 15-3-2007.

"Removal from service shall not be disqualification for future employment".

16. Workman preferred an appeal against the order dated 15-3-2007 but the appellate authority also dismissed the appeal of the workman *vide* order dated 6-6-2007. Thus the

workman fully aware of the facts and circumstances of the charges leveled against him and the workman availed legal remedies/rights. From the careful reading of the entire material and evidence on record, the enquiry was conducted in fair and proper manner following the principles of natural justice.

17. Workman submitted that the punishment awarded is disproportionate. Tribunal considered the material on record and found that on the relevant dated i.e. 2-9-2005, shortage of cash of Rs. 5400 and making false entries in the account books were proved against the workman and the management decided to the above mentioned punishment. The banking business rests on public faith and trust. If this trust and faith is shaken by misconduct of its own employee, then the bank management has full powers to pass appropriate punishment after following the proper enquiry procedure. It is clear, the action of the management in awarding the punishment of removal from service to the workman is legal and justified and the workman is not entitled to any relief. The reference is answered accordingly. Let two copies of the same be sent to the appropriate Government for publication.

Chandigarh.

S.P. SINGH, Presiding Officer

Dated: 26.9.2012.

नई दिल्ली, 9 अक्टूबर, 2012

का. आ.3317.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय/अहमदाबाद के पंचाट [संदर्भ संख्या CGITA of 847/2004 ITC 21/2004 (Old)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-10-2012 को प्राप्त हुआ था।

[सं. एल. 41012/286/2003-आई आर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th October, 2012

S.O.3317.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [Ref. No. CGITA of 847/2004, ITC 21/2004 (Old)] of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Ahmedabad (Gujarat) as shown in the Annexure, in the industrial dispute between the management of Western Railway, and their workmen, received by the Central Government on 09-10-2012

[No. L-41012/286/2003-IR(B-I)]

RAMESH SINGH, Desk Officer

## ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
AHMEDABAD**

**PRESENT**

Binay Kumar Sinha,  
Presiding Officer,  
CGIT cum Labour Court,  
Ahmedabad, Dated 01.10.2012

**Reference: CGITA of 847/2004**

**Reference: ITC. 21/2004 (Old)**

1. The Divisional Railway Manager,  
Western Railway, Pratapnagar,  
Baroda-390004.
2. The General Manager,  
Western Railway,  
H.Q. Office, Church gate,  
Mumbai-400 020. ....First Parties

And their workman  
Shri Fazal Mohammed  
Through General Secretary,  
Paschim Railway Karamchari Parishad,  
Shastri Pole, Kathi, Baroda-390001. ....Second Party

For the first party; Shri H.B. Shah, Advocate  
For the second party; Shri R.S. Sisodiya, General  
President, PRKP

**AWARD**

The Central Government, Ministry of Labour, Shram Mantralaya considering the Industrial Dispute existing between the employers in relation to the Management of Western Railway and their workman in view of the failure report sent by the conciliation officer referred the dispute for adjudication to the Industrial Tribunal, Baroda by its reference order No. L-41012/286/2003 (IR(B-I)) New Delhi dated 15.03.2004 under provision of clause (d) of sub section (1) and sub section 2 (A) of Sub-Section 10 of the ID Act, 1947, formulating the terms of reference as per schedule.

**SCHEDULE**

"Whether the demand of the union for final settlement of Shri Fazal Mohammed be re-examined and after calculating 30% of running D.A., etc. in his wages his pension be revised is legal, proper and justified? If so, to what relief the workman Shri Fazal Mohammed is entitled to?"

(2) Consequent upon notices to the parties 1st party appeared and Vakalatnama in favour of the H.B. Shah,

4012 95/12-30

Advocate was filed and the second party union also appeared by executing a Vakalatnama in favour of Shri H.D. Kathrotya, Advocate. But subsequently Shri Kathrotya retired from this case and then the union General Secretary Shri R.S. Sisodiya himself appearing in this case on behalf of the second party union. The second party union filed statement of claim at Ext. 15. The first party though appeared but did not file any written statement, but contested the case by filing documents and filing affidavit in lieu of examination-in-chief of management witness.

(3) The case of the second party union as per statement of claim (Ext. 15) is that workman Shri Fazal Mohammed had worked as Breaks-man/Asst. Guard and guard at Baroda yard continuously from 01-04-1979 to 31-10-1995 till the date of his retirement in regular vacancy of Asstt. Guard. Whereas the regular vacancies of Breaksman/Asstt. Guard have not been filled up by the Vadodara Divisional office as per cadre fixed for these posts in Vadodara yard, The S.S. Vadodara yard had no other alternative except to run the running trains smoothly, without any complaint from the customers who sent the packages through the railway and so S.S. Vadodara yard had utilized the workman Shri Fazal Mohammed in local arrangement and the workman had worked in regular vacancies as per the order of S.S. Vadodara yard. He had obeyed the order of the S.S. Vadodara yard and worked as Breakman/Asst. Guard continuously. Further case is that it was duty of the Divisional office to fill up the regular vacancies but the regular vacancies was not filled up whereas the workman continued his work as Breaksman/Asst. Guard till his retirement and so due to latches on part of DRM office Baroda the workman may not be punished for not including the running allowances at 30% on the pension. Further case is that the Railway Administration had paid Kilometer allowances, Night allowances and breach of the rest allowances had been paid to the workman Fazal Mohammed as per Annexure A-16 to A-114. Also the duty passes for the working of Asstt. Guard and guards have been issued by the respective station master and the said duty passes are produced the Railway Administration had paid the said Kilometer/NDA and BOR allowances to the said workman and the Divisional office Vadodara had considered these facts as working running staff. Further case is that the concern workman had never worked as Sr. Pointsman. The posts of senior points man is not considered in running allowances of Kilometer, NDA and BOR allowances. The Railway Administration had paid the said workman running allowance considering his continuous working as Asst. guard. Further case is that as per Railway Administration manual and code as per rule No. 216 A and rule No. 222, Sr. Supervisor have power to utilize any employee in emergency use as local arrangement or percentage of adhoc basis and so the S.S. Vadodara yard had utilized the second party workman regularly as Assistant Guard in clear vacancies have not filled up by Divisional office, Vadodara for number

of years. Further case is that the second party workman Shri Fazal Mohammed had passed the higher grade of scale 210-280 and this grade was upgraded to the scale of Rs. 260-400. The grade of Braksman/Asst. Guard was lower grade now upgrade to the grade of Rs. 260-400 corresponding revise scale 950-1500 as per establishment code rule No. 222, the concern workman is treated as automatic empanelment of post of Asst. Guard. So the second party (concern workman) is entitled for the benefit of this rules and he is also entitled to get benefit of running allowances to be included/revised his pension. On these scores prayer has been made that the first party Railway Administration be directed to revise the pension of the concern workman Shri Fazal Mohammed by adding 30% of running DA etc. in his wages and all the benefits which are entitled by him for the post of Assistant Guard and guard be also paid to him including pension and other retiral benefits. The statement of claim was filed on 08-05-2007 before the tribunal.

(4) A fresh vakalatnama executed in favour of Shri Jayesh Oza Advocate was filed on behalf of the first party western railway when this case record was pending in the Labour Court, Baroda, thereafter again case record was transferred back to this tribunal and no written statement has been filed on behalf of the first party. The second party filed affidavit of the concern workman Fazal Mohammed at Ext. 9 and he was cross-examined at length by Shri H.B. Shah Advocate for the first party. Also making out case through suggestion to the workman witness that his pension has rightly been fixed by the Railway Administration since he was holding substantive post of Senior pointsman to which the concern workman replied to such suggestion of the first party that it is not true rather Railway Administration has wrongly fixed his pension ignoring his long tenure of continuous service as Assistant Guard and also ignoring to add 30% of running allowances in calculation of his pension after his retirement.

(5) On behalf of the first party 4 documents were produced as per list Ext. 11 which are marked Ext. 11/1 to 11/4. The first party examined management witness A. Khan Assistant Personnel Officer in DRM office, Western Railway, Baroda through affidavit at Ext. 12 and he was cross-examined by Shri R.S. Sisodiya, President PRKP, Western Railway. The second party union also submits several documents as per list Ext. 13 and the document have been marked Ext. 3/A to 3/T and subsequently given pakka exhibits from Ext. 14 to 33. The second party union has also submitted documents from page 1 to 108 regarding Kilometers allowances paid to the workman as Assistant Guard from the month of July-1977 up to the date of retirement of the concern workman Fazal Mohammed which are marked Ext. 34/1 and 34/100. The first party through Shri H.B. Shah filed closing pursis at Ext. 35. The second party also filed 4 documents under a list Ext. 36 and documents are marked Ext. 36/1 to 36/4. On behalf of the

first party Xerox copy of 2 documents are filed through a list Ext. 37 which are marked Ext. M-37/1 and M-37/2. The first party also filed through a list further documents P.P. No. WR/11222/23065 concerning calculation sheet of pension fixation of the concern workman Fazal Mohammed. The Xerox copy of these documents is produced through list at Ext. 38 and the calculation sheet along with P.P.O is marked at Ext. M-38/1.

(6) From the pleadings of the second party union and oral and documentary evidence in support of such pleadings on one hand and the oral and documentary evidence on behalf of the first party on other hand, the following issues are taken up for discussions and determinations and for arriving at decision in this case.

#### ISSUES

- (I) Whether the reference is maintainable?
- (II) Whether the second party union has valid cause of action to raise dispute for the concern Ex-workman Fazal Mohammed?
- (III) Whether the demand of the union (second party) for final settlement of pension of Shri Fazal Mohammed after reexamining the calculation of pension as prayed for is legal, proper and justified? Whether the pension fixed by the Railway Administration of the concern Ex-employee Fazal Mohammed Railway Administration treating him as pointsman is proper?
- (IV) Whether the second party workman Shri Fazal Mohammed is entitled to the relief in this case?
- (V) What orders are to be passed?

#### FINDINGS

##### (7) ISSUE NO. III

The evidence of the workman at Ext. 9 is that initially he was appointed as pointsman and thereafter from 01.01.1967 he was promoted as Assistant Guard and his service was continuously utilized as Assistant Guard till he reached the age of superannuation on 31.10.1995. His further evidence is that in the retirement letter given by the first party employer to him, he was designated as Ex-Assistant Guard but the employer Railway Administration has wrongly fixed his pensionary benefit treating him as pointsman which is quite wrong and such action on part of the first party employer is illegal and contrary to the evidence against the own records of the first party employer. The workman claim that he continuously worked as Assistant Guard in carrying train, from one station to other destination station and he all along received monetary benefits of the allowances of running staff being Assistant Guard and that the post of pointsman is not of running staff and so the person working as pointsman do not get running allowances whereas he was all along getting

running allowances etc. His further evidence is that since he all along worked as Assistant Guard/Breaksman being running staff against clear vacancies which was not filled up by the Railway Administration, so he is entitled 30% extra dearness allowances to be added in calculating his pension. Further evidence is that Assistant Guard is upper post than the post of pointsman and the benefits which is required to be paid to the post of Assistant Guard is much more than the post of pointsman but this was not considered by the employer and wrongly calculated his pension by not adding 30% extra dearness allowances in his pay for calculating the pension. He was cross-examined by the first party lawyer Shri H.B. Shah and at para 7 it was suggested to the witness that he was performing duty on the post of pointsman to which he stated that it is not true. From the documentary evidence produced by the second party union which are marked as Ext. 13/A to 13/T which are copy of certificate issued by Training School, Vadodara dated 07.03.1980, efficiency certificate issued by Western Railway Vadodara dated 19.10.1993 and 17.05.1995, curfew pass/identity slip issued by Western Railway Vadodara dated 30.06.1987 and also in the year December-1982, letter issued by S.S. BRC dated 29.03.1990, letter issued by AOS (G) BRC dated 02.04.1986, letter issued by SSBRC dated 06.02.1982, letter issued by SS (Baroda) dated 31.10.1995, duty passes issued by Western Railway Vadodara dated 24-04-1981, 24-12-1986, 02.12.1985, 03.04.1976 and 06.06.1978, curfew pass issued by DRM Vadodara dated 28.10.1982 and Family identity card issued by Western Railway, Vadodara dated 19.09.2007 all go to show the designation of the workman Shri Fazal Mohammed as Assistant Guard. These have been given pakka Exhibits from Ext. 14 to 33. Ext. 21 is the letter issued by Station Superintendent, Baroda dated 06.03.1982 in which it has been certified that Shri Fazal Mohammed is working under SSBRCY as Assistant Guard. He is continuing working as Assistant Guard from 01.04.1979 till date without break. Ext. 22 is the certificate granted by Station Superintendent, Baroda marshaling yard, Western Railway dated 31.10.1995 which is to the effect this is to certify that Shri Fazal Mohammed who was working under SSBRCY has submitted all guard working equipment in this office. This certificate goes to speak a volume that till his date of superannuation on 31.10.1995 he was working as Assistant Guard/Guard and so on the date of superannuation the workman Fazal Mohammed submitted all guard working equipment in the office of Station Superintendent, Baroda Marshaling Yard, Western Railway. Ext. 34/1 to 34/100 are the Xerox copy of the kilometers allowance paid to the workman Fazal Mohammed as Assistant Guard from the month of July-1979 and onward up to the date of his retirement on 31.10.1995 from going through these kilometers allowance papers it appears that the workman was deployed as Assistant Guard from July-1977 and onward up to his retirement on 31.10.1995 and from perusal it appears that on some period he was on rest, leave, sick treated as running

staff. It is admitted that the kilometer allowance claimed by the workman Fazal Mohammed Assistant Guard/Breaksman were paid by the employer Railway Administration. On behalf of the second party 4 documents have also been produced which are marked Ext. 36/1 to 36/4. Ext. 36/1 is the circular letter of the Western Railway dated 07.04.1998 on the subject pay element in running allowance in the Railway services (revised pay) Rules 1997 and revised rate of running allowance ALK. In this letter in para 2 it has been incorporated. The President is pleased to decide that the pay element in running allowance for running staff would be 30% of the basic pay under the Railway Service (revised pay) Rules 1997 for the specified benefits excluding retirement benefits. For the purpose of retirement benefits of running staff, an additional quantum of 55% of basic pay under the Railway services (revised pay) Rules 1997 will be included in the basic pay. Ext. 36/2 is the letter/certificate granted with signature and stamp of the Divisional Medical Officer, Western Railway, Vadodara and also containing signature of the workman Fazal Mohammed and also signature of the Station Superintendent of BRCY, Vadodara that also incorporating designation of the workman Fazal Mohammed as Assistant Guard BRCY with further mention rate of pay in retirement-1275, scale of pay 950 to 1400, date of appointment 01.10.1937 and date of final retirement 31.10.1995. This is by way of declaration certificate. Ext. 36/3 is the letter/certificate of Station Superintendent, Vadodara marshaling yard dated 31.10.1995 which has already been dealt with as Ext. 22. Ext. 36/4 is the papers regarding disbursement of pension through Public Sector Banks and papers regarding PPO No. WR11222/230651 dated 14.11.1995. Part-I of the PPO dealt with particulars of service of Retired/Deceased railway servant. In serial No. 1 there is name of the workman Fazal Mohammed and serial No. 2 post has been indicated as pointsman and total length of qualifying service at column No. 8 has been indicated as 66 and average emolument for pension has been taken as 1257.50 and at serial No. 10 emolument for family pension was taken as 1275, date of commencement of pension was on 01.11.1995. It may be noted that when the pension was calculated to be paid from 01.11.1995 the letter at Ext. 36/1 has not come into existence regarding retirement benefits of running staff and additional quantum of 55% of basic pay was to be fixed. Whereas the workman Fazal Mohammed was treated as pointsman but admitted fact is that right from 1977 up to his retirement 31.10.1995, he was treated as running staff and working all along as Assistant Guard/Breaksman, instead of working as pointsman. On behalf of the second party union documents in abundance has been produced showing everywhere the designation of the workman Fazal Mohammed as Assistant Guard/Breaksman and also showing him all along running staff working as Asst. guards in carrying goods train from one station to another destination station for the benefits of the Railway Department. On the other hand the first party employer

Western Railway could not produce any document by way of duty card/certificates showing the workman Fazal Mohammed designation as pointsman/senior pointsman right from 1967 till the retirement of the workman on 31.10.1995. The first party Western Railway has not filed any written statement against the statement of claim, but an affidavit of management witness namely A.A. Khan Assistant Personnel Officer has been filed at Ext. 12 in denial of the claim of the workman that he was all along working as Assistant Guard/breaksman and also to show that the second party workman retired from the service as senior pointsman, but no any paper has been filed regarding the service record of the workman Fazal Mohammed that anywhere he has been designated as pointsman/senior pointsman since after his ad hoc appointment as Assistant Guard/Breaksman from 1967 and onward as claimed by the workman in his evidence at Ext. 9 and also as papers and certificates treating the workman as Assistant Guard all along right from 1977 and onward up to his retirement. The management witness at para 17 of his affidavit has stated that workman Fazal Mohammed has not worked continuously and there are breaks on different occasions i.e.: October-1971, December-1977 to April 1978, July-August 1978 to November 1978 and January-February 1979. But the first party has not produced any documentary proof of the service record of the workman that during those breaks period the workman Fazal Mohammed was working on duty of pointsman/senior pointsman. Virtually as per the judgment passed by Hon'ble Member of the CAT in OA No. 698/1996 with MA 526/2001 wherein the claim of the workman was held unfounded in not holding the post of Breaksman/Assistant Guard mentioned in the order passed in OA 698/1996 with MA 526/2001 that Fazal Mohammed was utilized as breaksman/Assistant Guard in leave/sick vacancies. But it has to be born-in-mind through the abundance evidence produced on behalf of the second party union that leave/sick vacancies can be resorted to for a small period and not in continuous period from 1977 to 1995 as per certificates, documents, kilometers allowances papers which have been discussed above in foregoing paragraphs. A person if, working as pointsman can be utilized in emergency to be deputed as Assistant Guard/Breaksman for a short period but cannot be deployed for such a long period right from 1967 and onward up to 31.10.1995 as in the case of the second party workman Fazal Mohammed. There is no explanation on behalf of the first party Railway Administration why the workman according to them working as pointsman was utilized for such a long period in leave and sick vacancy. On the other hand from the oral and documentary evidence adduced on behalf of the second party union, it is crystal clear that the first party employer was treating the second party workman Fazal Mohammed as Assistant Guard and always the first party Administration was issuing certificate, pass, letters etc. showing his designation as Assistant Guard/Breaksman and also on the date of retirement on 31.10.1995, the Station

Superintendent parcel railway yard, Vadodara certified that the Fazal Mohammed submitted all the guard equipment, etc. and even after retirement when taken of family pass medical services pass etc. the concern workman Fazal Mohammed was designated as Assistant Guard. But only while calculating the pension he was designated as pointsman and pointsman scale was taken up for calculating pension whereas the running 30% of DA which was provided to the workman Fazal Mohammed was ignored in calculating the quantum of pension. The management witness through Ext. 12 at para 28 during cross-examination admitted that senior pointsman-pointsman do not maintain dairy since they are not running staff, though he claimed that workman was working as senior pointsman but no any chit of paper has been filed showing the workman doing duty as senior pointsman. On the other hand in the fixation of pension, the designation of the workman Fazal Mohammed has been shown as pointsman and not even as senior pointsman, this also go to show a discriminatory attitude by the Railway employer in treating the running staff all along working as Assistant guards but lowering down his designation as pointsman in fixation of pension and also failing to add running DA in the average 10 month pay of the workman Fazal Mohammed.

(8) Admitted fact is also that the concern workman Fazal Mohammed retired on 31.10.1995 as running staff as Assistant Guard and claim kilometer allowance which was paid by the Railway Department to him. When the union raised dispute regarding re-examination and final settlement of the pension it was not paid any heed by the Railway Administration also ignoring the circular letter of the Railway Department dated 07.04.1998 wherein para 2 it has been clearly incorporated that for the purpose of retirement benefits of running staff and additional quantum of 55% of basic pay under the Railway Service revised pay Rule 1997 will be included in the basic but that circular was undone while calculating the pensionary benefits of Shri Fazal Mohammed, admittedly retiring as running staff.

(9) On consideration of the materials-oral and documentary evidence as discussed above in the foregoing paragraphs, I am of the opinion that the demand of union for final settlement of Shri Fazal Mohammed is fit to be reexamined and recalculated regarding his fixation of pension under PPO issued to him in view of letter/circular No. 24/1998 dated 07.04.1998 Ext. 36/1 submitted in this case on behalf of the second party union. The second party workman Shri Fazal Mohammed is not entitled for all other benefits which are entitled for the post of Assistant Guard except revision of his pension as per letter dated 07.04.1998. Ext. 36/1. I am also of the opinion that the pension fixed by the Railway Administration of the concern Ex-employee Fazal Mohammed treating him as pointsman is improper and unjustified rather he should also be

designated as running staff as Assistant Guard. This issue is decided accordingly.

#### (10) ISSUE NO. IV

Even on rejection of his OA application *vide* O.A. 698/1996 with MA. 525/2001 by order dated 13.08.2001, the second party union/workman has got legal right under the Industrial Dispute Act, 1947 to agitate his grievances and since the Appropriate Government considering an Industrial Dispute existing between the employer in relation to the management of Western Railway and their workman has referred the dispute for adjudication under Section 10 of the ID Act. So, this Industrial Tribunal has jurisdiction to decide the reference on merits. So in that view of the matter the order/judgment passed in OA 698/1996 will not operate as resjudicata in this reference case because OA application are decided under provisions of the Central Administrative Tribunal Act, whereas under Section 10 of the ID Act this tribunal has got jurisdiction to entertain such reference case. In view of the findings given to issue No. III in the foregoing paragraph, I find and hold that the second party workman Shri Fazal Mohammed is entitled for revision his pension as per retirement benefits of running staff to be added in the basic pay as per circular No. 24/1998 dated 07.04.1998 (Ext. 38/1).

#### (11) ISSUE NO I & II

In view of the findings given to issue Nos. III and IV in forgoings, I further find and hold that the reference is maintainable and the second party union has valid cause of action to raise dispute for revision of the pension of the Ex-workman Fazal Mohammed.

#### (12) ISSUE NO. V

The reference is allowed on contest but no order as to any cost. The first party is directed to revise the pension/pensionary benefits of the second party workman Fazal Mohammed considering and treating the workman Fazal Mohammed as running staff in the designation/rank of Assistant Guard and then calculating/revising pension as that of running staff as per circular No. 24/1998 dated 07.04.1998 *vide* Ext. 36/1 and to pay the arrears of pension accordingly to the workman Fazal Mohammed. The first party is further directed to undertake exercise of revising pension of Fazal Mohammed as per under PPO No. WR/11222/23065 within 2 months of this order failing which the amount of pension/pensionary benefits will carry interest @ 9% per annum.

This is my award

BINAY KUMAR SINHA, Presiding Officer

4072 9/7/2-31

नई दिल्ली, 9 अक्टूबर, 2012

का. आ. 3318.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ सौराष्ट्र के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद, (गुजरात) के पंचाट (संदर्भ संख्या CGITA का 869/2004 ITC 17/1996 (old) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-10-2012 को प्राप्त हुआ था।

[सं. एल. 12012/226/1994-आई.आर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th October, 2012

S.O. 3318.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGITA of 869/2004, ITC 17/1996 (Old) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, AHMEDABAD (GUJARAT) as shown in the Annexure, in the industrial dispute between the management of State Bank of Saurashtra, and their workmen, which was received by the Central Government on 09/10/2012

[No. L-12012/226/1994-IR(B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present:

Binay Kumar Sinha,  
Presiding Officer,  
CGIT-cum-Labour Court,  
Ahmedabad, Dated 24.09.2012.

Reference: CGITA of 869/2004

Reference: ITC. 17/1996 (Old)

The General Manager,  
State Bank of Saurashtra, Head Office,  
New Administrative Building,  
Nilambaug Chowk, Bhavnagar, ...First Party  
And their workman

Smt. Sarojben H. Dodia,  
Mafakpan House Corner,  
In front of Manoharkhan Dela,  
Uparkot, Kalanala, ...Second Party  
Bhavnagar-364 001.

For the first party: Shri Bhargav M. Joshi,  
Advocate

For the second party: Shri Yogen Pandya, Advocate

## AWARD

Considering a dispute existing between the employers in relation to State Bank of Saurashtra and their workman. The appropriate Government/Government of India, Ministry of Labour, New Delhi by its order No. L-12012/226/1994-JR (B-I) New Delhi dated 29.01.1996 under sub-section (1) clause (d) of Section (10) of the ID Act, referred the dispute for adjudication to the Industrial Tribunal, Bhavnagar for adjudication, formulating the terms of reference as follows under the schedule:

### SCHEDULE

"Whether the action of the Management of State Bank of Saurashtra and through its officers, in terminating/discontinuing the services of Smt. Sarojben H. Dodia Peon at Kalanala Branch (Bhavnagar) justified, valid and legal? If not, to what relief the workman is entitled to?"

(2) The parties to the dispute appeared and filed respective pleadings—statement of claim at Ext. 4 by the workman and the written statement at Ext. 5 by the first party.

(3) The case of the workman second party is that she was engaged in service of Bank in November 1981 and she continued work in the Bank. Suddenly she was terminated from the Bank service from April 1993. She continued the work as casual/temporary workers and has completed 240 days in each calendar year. Further case is that she continuously works for 90 days and as per bank rule she was also eligible for absorption in the Bank's service. Further case is that during 13 years of her service she completed 500 days of work as temporary peon and she was being paid through vouchers whereas she was working the works of a fulltime peon but was not getting the pay as that of regular peon. Further case is that she without taking any leave was all along working for the whole year. She requested to the management of the first party of getting her absorbed in the permanent peon cadre but no heed was paid and she continued her work with the loyalty but even after rendering service in the branch of the bank for such a long period, she was terminated from the service on 03.04.1993. When she made request for absorbing her in permanent job she was terminated and that the order of her termination is quite illegal, unjust and unwarranted. On such pleadings prayer had been made for declaring the order of her termination/discontinuance, illegal, unjustified and for restoring her to the fulltime job of peon with Payment of back wages from the date of termination and for other reliefs to which the workman is found entitled.

(4) The case of the first party as per its written statement Ext. 5 pleading inter-alia is that the reference is not maintainable, the second party workman has no valid cause of action and that the demand of the second party workman

for her reinstatement is illegal and unjustified. The second party workman had been engaged for the job as casual worker as per requirement of the Bank and that the workman had not been recruited through the Staff Regulation Rules of the Bank and that she neither filed application against vacancy nor face any interview nor any appointment letter was given to her. The first party have denied the allegations of statement of claim made in para 1 to 7. It has been denied that the workman was engaged in job in the month of November-1981. It has been denied that she was terminated in the month of April-1993 rather in case of requirement of casual works she was being engaged temporarily and was being paid wages as daily rated worker. Further case is that her husband was working as casual worker and was engaged for cleaning computer room for supplying water etc. and whenever her husband was not coming for work in the bank the present workman being his wife was working. Further contention of first party is that the workman never completed 240 days of work in any calendar year. The case of the first party is that as per bipartite settlement entered into between the Bank and the Award Staff Union all the temporary workers who have worked in the Bank were given a chance to appear in the interview test and those who succeeded in the interview have been short listed for to be taken in the regular services of the Bank. But the workman being a temporary worker was not entitled to be called for the interview. However, she was called for the interview as measure of good will and to give the workman a fair chance. However the workman failed to pass in the said interview and so she had not been taken into the service of the Bank along with other candidates. On these scores prayer has been made that the second party workman is not entitled to get any relief in this case in as much as she is not entitled for reinstatement and any part of back wages.

(5) In view of the pleadings of the parties the following issues are taken up for consideration and decision in this case.

### ISSUES

- (I) Whether the reference is maintainable?
- (II) Has the workman got valid cause of action?
- (III) Whether the workman (second party) completed 240 days of work in calendar year preceding his termination
- (IV) Whether the management of first party was justified in terminating/discontinuing the service of Smt. Sarojben H. Dodia at Kalanala Branch, Bhavnagar?
- (V) Whether the second party workman is entitled to the relief for her reinstatement, back wages and other benefits as claimed?
- (VI) What orders are to be passed?

**FINDINGS****(6) ISSUES NO. III**

The second party workman Sarojben H. Dodia examined herself in support of her claim at Ext. 19 that she worked from Nov. 1981 to April-1993 in the Kalanala branch of Bank and has completed 240 days in every calendar year but she was removed from service without complying with the procedure. She was cross-examined by the first party lawyer. She fairly admitted that she was not given any appointment order. She also admitted that there is no documentary proof to her to support that she worked 240 days in every calendar year in the Kalanala branch of Bank. On the other hand Shri Jayprakash working as Branch Manager at Kalanala branch has been examined at Ext. 23 on behalf of the first party to deny the claim of the workman. According to the evidence of the management, witness the workman only worked for 65 days-36 days during the period from 1981 to 1988 and 29 days after a gap of one and half year since thereafter till April-1993. His evidence is that the workman Smt. Sarojben H. Dodia worked independently and intermittently at the Kalanala branch purely as casual labour her husband was also working separately and intermittently as per the requirement of work of water supply from time to time. The management witness at Ext. 23 has denied that the workman Sarojben H. Dodia ever completed 240 days in a calendar year.

(7) Before leading evidence by the second party workman at Ext. 19, a pursis at Ext. 10 had been filed on behalf of the second party workman demanding production of 3 documents from the first party Bank, (1) attendance sheet from November-1981 to April-1993 of the workman, (2) vouchers from the same period in token of payment of wages, (3) Seniority list of daily rated worker. The first party management Bank replied vide Ext. 11 regarding production of document at Ext. 10. After hearing both sides a detailed order was passed at Ext. 14 by the Presiding Officer, Central Industrial Tribunal, Bhavnagar who was in sesin of the case by order dated 16.12.2002 whereby and where under the pursis of the second party workman at Ext. 10 regarding production of document was allowed and management of the first party Bank was directed to produce the document as per demand made in production of documents vide Ext. 10. It may be noted that the first party Bank did not comply with the order passed at Ext. 14 and thus did not produce the attendance sheet (Hajri Patrak) from November-1981 to April-1993 and vouchers regarding payment of wages to the second party workman. Since those documents were available with the first party Bank and order had been passed for its production and the claim of the second party workman that he completed 240 days of work in every calendar year was depending upon perusal of the attendance sheet/

register for the period between November-1981 to April-1993 and the vouchers towards payment of wages of those period for arriving at conclusion that the workman whether completed 240 days of work in calendar years. But due to none production of document by the first party (management) in spite of order passed at Ext. 14 which has become conclusive because the order at Ext. 14 has not been set aside since the management of first party did not challenge the said order regarding production of document before the Hon'ble High Court. In that view of the matter it was incumbent upon the first party to comply with the order at Ext. 14 which was not complied with. In such circumstance adverse inference has to be drawn against the first party that the first party purposely withheld those documents particularly the attendance register/sheets and the vouchers. So that the days of work of the workman could not be counted year wise and to defeat the claim of the workman that he completed 240 days of work in calendar year. So such evidence of the management witness is not at all reliable that the concerned workman Smt. Sarojben H. Dodia worked only for 65 days during her long span of work from November-1981 to April-1993.

(8) From the evidence discussed above and also coupled with drawing adverse inference against the management of first party in purposely with holding those documents demanded by the second party, I find and hold that the concerned workman Smt. Sarojben H. Dodia had completed 240 days of work in calendar years during the long span of her period from November-1981 till April 1993, I further find and hold that she (concerned workman) also completed 240 days of work in calendar year preceding discontinuance/termination from service in April-1993. Accordingly this issued is decided in favour of the second party workman.

**(9) ISSUE NO. IV & V**

It has been held in the foregoing para while deciding issue No. III that the workman second party had completed 240 days of work in calendar year preceding his discontinuance/termination. So in such view of the matter it was incumbent upon the management of first party to send notice or to give notice pay in lieu of notice to the workman under the provision of Section 25(F) of the ID Act, but the management of Bank has failed to comply with the mandatory provision under Section 25(F). Because due to long span of work even if as daily rated casual worker, the second party workman had obtained a legal right that without complying with the provision under Section 25(F) of the ID Act she cannot be retrenched/removed or discontinued from the daily rate/temporary/casual works at Kalanala branch.

(10) In case, when the workman was retrenched/discontinued without complying with the provision under section 25(F) and when it was found that the management has violated the provision then orders were being passed by the Labour Court/Tribunal for reinstating the workman with full or part of back wages or without back wages depending upon the facts and merits of the cases individually. But now significant changes in view of the Hon'ble Apex Court has come across in different case laws that casual/daily rated worker completing 240 days of work cannot as a matter of right claim for reinstatement and instead such workman should be awarded compensation to subserve the ends of justice. In the case of Senior superintendent Telephone (Traffic) Bhopal V/s Santosh Kumar Seal reported in 2010 (0) GLHEL SC 48281 the Division Bench of the Hon'ble Apex Court have held that the casual worker completing 240 days of work in some calendar year cannot claim for reinstatement rather he should be awarded compensation to meet the ends of justice. In view of the judgment of the Hon'ble Apex Court though the present workman Smt. Sarojben H. Dodia completed 240 days of work in calendar year on the basis of drawing adverse inference against the management of first party, Bank, even then she is not as a matter of right is entitled for reinstatement with back wages. The case law relied upon on behalf of the second party reported in 2010 (II) LLJ 277 SC in the case of Harjinder Singh and Punjab State Warehousing corporation does not appear to have provided relief to the workman for her reinstatement because facts of the given case law is quite different to the facts of the present case. More over in view of the case law of Senior superintendent Telephone (Traffic) Bhopal V/s Santosh Kumar Seal the second party workman Smt. Sarojben H. Dodia, her status being of casual worker cannot claim for reinstatement with back wages and other benefits. Also in the light of constitutional bench Judgment of the Hon'ble Supreme Court in the case of Secretary State of Karnataka and others V/s Uma Devi and others (2006)(4) SCC a temporary, adhoc, daily rated or casual worker even continuing for long would not be entitled to be absorbed in regular service if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. Thus issue No. IV is decided in this way that the 1st party was not justified in discontinuing the service of second party workman without complying with provision of section 25F of the ID Act. Issue No. V is partly decided in favour of second party that she is not entitled for reinstatement rather she is found entitled for lumpsum compensation from the 1st party.

#### (11) ISSUE NO. I & II

In view of the findings given to issue No. III, IV & V in the foregoings, I further find and hold that the reference is

maintainable and the second party workman has valid cause of action to raise Industrial Dispute.

#### (12) ISSUE NO. VI

It has come in the evidence that the second party workman has worked for a long span of period as casual worker at Kalanala branch of the Bank erstwhile State Bank of Saurashtra now merged with State Bank of India called as State bank of India, Kalanala. So, considering her long service as casual worker and she was discontinued without complying with the provision of section 25(F) of the ID Act by the management of first party a sum of Rs. 50,000 (Rupees fifty Thousand only) is awarded to the second party by way of lumpsum compensation. The first party is directed to pay the amount of compensation through a Bank draft in favour of the second party workman Smt. Sarojben H. Dodia within 2 months of this order failing which the amount of compensation will carry interest @ 9% per annum. The first party Bank is also directed to pay litigation cost of Rs. 5,000 to the second party workman.

This reference is accordingly allowed in part with cost.

The first party is directed to comply with the order at para 12 of the award with in 2 months.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2012

का. आ. 3319.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ हैदराबाद के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर के पंचाट (संदर्भ संख्या 26/1991)को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-10-2012 को प्राप्त हुआ था।

[सं. एल-12012/80/91-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th October, 2012

**S.O. 3319.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/1991) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of State Bank of Hyderabad and their workmen, received by the Central Government on 9-10-2012

[No. L-12012/80/91-IR(B-I)]

RAMESH SINGH, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
“SHRAM SADAN”,**

**III MAIN, III CROSS, III PHASE, TUMKUR ROAD,  
YESHWANTHPUR,  
BANGALORE- 560 022.**

Dated: 13.09.2012

**PRESENT**

**SHRI S.N. NAVALGUND, Presiding Officer  
C.R.No 26/1991**

**I PARTY**

Shri Nagappa  
S/o Thippanna,  
C/o Shri V. Sripad,  
H.No. 7-4-43,  
Gajagar Pet,  
Raichur - 584 101

**II PARTY**

The General Manager,  
State Bank of Hyderabad,  
Hear Office,  
Gun Foundry,  
Hyderabad- 500 177

**AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of sub-section(1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) has referred this dispute vide order No. L-12012/80/ 91-IR(B-III) dated 03.05.1991 for adjudication on the following Schedule:

**SCHEDULE**

"Whether Shri Nagappa was a workman of the State Bank of Hyderabad? If so, whether the action of the State Bank of Hyderabad in cancelling the contract entered into with Shri Nagappa as Janata Deposit Collector, constituted termination of services? If so, to what relief Shri Nagappa is entitled to?"

2. On receipt of the reference registering in CR No. 26/1991 when the notices were issued to both the sides both sides entered their appearances through their respective advocates and the claim statement of the first party was filed on 27.05.1991 whereas the counter statement of the second party was filed on 7.12.1991

3. In the claim statement filed by the first party it is asserted that he was appointed as Janatha Deposit Collector (Pigmy Deposit Collector) in the State Bank of Hydrabad, Raichur branch on 24.01.1980 and as per the terms and conditions of the agreement he deposited an amount of Rs. 1000 as security deposit and stated collecting pigmy amount and by his sincere efforts he developed the

scheme but unfortunately the bank terminated his service w.e.f. 19.05.1981 with a malafide intention to harass him and also filed a false criminal case under Section 408 of Indian Penal Code and the same registered in CCN 104/1982 on the file of Chief Judicial Magistrate, Raichur after trial he came to be acquitted by judgement dated 4.07.1987. It is further asserted in spite of his approach to the bank with representation and producing certified copy of the judgement in CC No. 104/1982 no action was taken to reinstate his services and due to his illegal termination he has been put to starvation and as he has passed the age of getting employment being 39 years old he is not in a position to get any employment and that his termination is against the principles of natural justice and tha the is entitle to reemployment with quantified amount of Rs.1,200/- per month from the date of termination till reinstatement in the service of the bank. In the counter statement filed on behalf of the second party it is contended that since the first party was engaged as a Janata Deposit Collector under agreement dated 24.01.1980 he was only entitle for the commission at the agreed rate on the amount collected by him and as he was not appointed as an employee of the bank there is no relationship of employer and employee and that he is not a workman within the meaning of the provision of Industrial Dispute Act. Further while denying that he had put in sincere service and developed the business of the bank contended that he had committed various irregularities in relation to the amount collected by him under the Janata Deposit Scheme from the Janata Deposit Account holders such as not properly accounting for the sums collected by him and misappropriated the amount collected by him in respect of which a criminal complaint was lodged on the basis of which he was charge sheeted before the Chief Judicial Magistrate, Raichur. Therefore, w.e.f. 19.05.1981 his agency has been terminated being found not suitable to continue as an agent to collect the Janata Deposit in accordance with the terms of the agreement. It is also contended the first party has filed a civil suit before the court of Civil Judge claiming a sum of Rs. 5 lakhs as damages for the termination as such this reference is not maintainable and is liable to be rejected.

4. Having regard to the above pleadings the then Presiding Officer of this tribunal while framing the following three issues—

- (1) whether the first party proves that he was a workman as defined under ID Act?
- (2) Whether the Second Party proves that the termination of the services of the first party is legal?
- (3) Whether the second party proves that reference is not maintainable as contended in Para 5 of the counter statement?

While recording the evidence of first party and exhibiting xerox copy of the agreement; copy of his termination letter

dated 19.05.81; copy of the letter of complaint given by the first party; certified copy of order sheet i.e. in the criminal court wherein he was acquitted; representation of the first party praying for reinstatement; legal notice issued to the first party; certified copy of the amended plaint in O.S. 24/90 and order passed by the learned Civil Judge allowing the amendment prayed for by the first party as Ex. W1 to W9 respectively and the evidence of one Nagendra Kumar for the first party WW2 who stated that he was one of the pigmy account holder bearing account No. 119 and that the first party was collecting deposits regularly from him and that he has withdrawn the entire amount and there was no discrepancy in the account and the evidence of Shri N. Gururaja Rao the then Chief Manager, State Bank of Hyderabad, Raichur Branch and in his evidence exhibiting 11 receipts regarding the commission received from the bank; letter of the first party addressed to the bank asking for refund of Rs. 1000 which he had deposited; the register of records removed from the record room; establishment register for the period from 1979 to 1981; five complaints received against the first party; investigation list made by the bank and the certified copy showing destruction of the records as Ex. M1 to M. 22, after hearing the arguments, by award dated 31.12.1993 holding that the first party is not a workman as defined under Section 2(s) of the I.D. Act and other issues does not survive for consideration rejected the reference. Aggrieved by the said award the first party workman when approached the Hon'ble High Court in Writ Petition No. 8487/94 the Hon'ble High Court of Karnataka by order dated 10.08.1998 observing "the question raised in this writ petition is covered by the judgement of this court in WP No. 21359/89 namely whether the petitioner a daily deposit collector is a worker within the meaning of Section 2(s) of the Industrial Dispute Act, the Award passed by the Labour Court is set aside and the matter is remitted to the Labour Court for fresh disposal". Aggrieved by that order in the writ petition the second party filed an appeal in Writ Appeal No. 5275/1998 before the Division Bench of Hon'ble High Court of Karnataka and the Division Bench by order dated 10.12.2001 observing "the learned counsel for the appellant fairly concedes that the issue involved herein is fully covered by the judgement of the Supreme Court in the case of Indian Banks Association Vs. the Workmen of Syndicate Bank and Others, reported in AIR 2001 SC 946 wherein the Supreme Court has conclusively held that the persons employed by the banks as pigmy collectors/money deposit collectors who are engaged by the banks on commission basis are 'workmen' within the meaning of Section 2(s) of the I.D. Act 1947 dismissed the appeal. The then Presiding Officer of this tribunal while registering the reference in the original number after affording several opportunities to both the sides to address arguments when the same was not availed ultimately on the evidence already adduced before passing of the award dated 31.12.1993 allowing the reference directed the second party/management of regularize the services of the workman

as per the direction of the Hon'ble Supreme Court of India in Writ Appeal No. 5275/1998. Aggrieved by this award, when the second party/management approached the Hon'ble High Court of Karnataka in Writ Petition No. 8600/2003(L-Tier) the Hon'ble High Court by order dated 23.11.2006 while referring to the previous awards and the orders of the Hon'ble High Court in Writ Petition and Writ appeal observing. It is not in dispute that after remand, no fresh evidence is recorded. The tribunal by only relying on the evidence recorded on preliminary issue relating to the question whether the respondent is a workman or not, passed the impugned award. On this ground, the impugned award is liable to be quashed. On remand, the Tribunal is required to find out whether the termination of respondent is in accordance with law or not. The tribunal without providing sufficient opportunity to the petitioner held that the termination of respondent as illegal. Therefore, the impugned award is opposed to principles of natural justice and liable to be quashed. The impugned award directing regularization of service of respondent is contrary to the order in Writ Appeal No. 5275/98 and the judgement of the Supreme Court in AIR 2001 SC 946 (Indian Banks Association Vs. the Workmen of Syndicate Bank and Others) quashed the award and remanded the matter for fresh disposal in accordance with law after providing an opportunity to both the parties as expeditiously as possible in any event not less than six months from the date of receipt of copy of this order. The petitioner shall not disturb the reinstatement of respondent till the termination of proceedings before the tribunal.

5. After the above said remand by the Hon'ble High Court again the reference was taken in its original number and notices were issued to both sides and both of them entered their appearances and the first party filed calculation of wages that he is entitle to and a counter was filed to the same by the second party wherein it is also contended the first party who was reinstated by virtue of the award dated 2.07.2002 resumed collection from the Janatha deposits during September 2004 and there onwards some of the depositors filed complaints and on enquiry the first party avoided meeting the bank officials and depositors in the beginning later confessed having collected Rs. 38,800 from depositor in account No. 0129019933 pertaining to Shri Sanjaya D Patel but credited Rs. 32,300 only to his account by his letter dated 15.09.2004 and in response to this letter by its letter dated 30.09.2004 he was advised to call on the back along with the account holders immediately and explain the reasons for the said discrepancies and also informing that few more account holders complained about the differences in their account and were likely to furnish the details shortly. But first party failed to call on the bank as such as a measure to protect the image of the bank. These allegations regarding irregularities allegedly committed by the first party subsequent to September 2004 after his reinstatement are

irrelevant for the purpose of this reference. Therefore, I do not feel it necessary to consider these things. This time on behalf of the second party while filing the affidavit of Shri Chandrappa Havaldar, the present Chief Manager of the Raichur Main branch examining him on oath as MW2 photostat copies of the letter received from first party dated 15.09.2004; copies of two legal notices received from the first party dated 30.09.2004 and 23.12.2011; copy of letter addressed to first party dated 14.09.2002; copy of the undertaking given by first party to discharge his duties dated 16.09.2002; copy of letter addressed to first party dated 30.09.2004; Photostat copy of postal acknowledgement regarding service of letter dated 30.09.2004; office copy of the reply to legal notice of the first party dated 13.11.2004; Photostat copy of postal acknowledgement regarding service of that reply and Photostat copy of the complaint filed by the bank against the first party before JMFC, Raichur dated 25.07.2005 as Ex. M23 to 32 respectively and in his cross examination counsel for the first showed the paper publication by the Chief Manager of the second party cautioning public not to deposit the amount with first party in Raichurvani daily newspaper dated 18.09.2004 and got it exhibited as Ex. W10.

6. As already adverted to by me above these documentary evidence subsequent to the reinstatement of the first party are irrelevant and are of no relevance. Already the Hon'ble High Court in the writ petition filed on the earlier awards concluded the first party being the workman and the commission received by him as wages as per the judgement of Hon'ble Supreme Court in the case of Indian Banks Association Vs. the Workmen of the Syndicate Bank and Others reported in AIR 2001 SC 946 and the same has become conclusive, the first part of the reference schedule "Whether Shri Nagappa was a workman of the State Bank of Hyderabad" does not now remain for my consideration. Undisputedly the first party was appointed by the second party as a pigmy agent under the agreement of copy of which is produced at Ex. W1. Clause 3 of the said agreement which reads as under and binds both the sides.

"The agency shall commence from the date of execution of these presents and shall continue to remain in force until terminated by the bank at its discretion or by the deposit collector giving 3 months notice of his intention to terminate the agency".

This clause stipulates termination of the agency by giving 3 months notice on either side, but it is admitted fact that no such notice was issued by the second party before his agency was terminated by issuing memo dated 19.05.81 copy of which is produced at Ex. W2. In this memo it is just intimated to the first party that under the instruction from the head office his services as Janatha Deposit Collector being terminated with immediate effect (19.5.1981) and he is instructed to surrender immediately the identity card issued to him as well as other books, registers, stationery

etc. and to deposit with the bank an amount of Rs. 5000/- in anticipation of assessment of the actual shortfall to recover the amount that is found misappropriated by him. Neither there is any specific pleadings nor evidence about the first party misappropriating the amount collected by him from the depositors. Moreover, he being acquitted in the criminal case instituted on the complaint filed by the bank absolutely there is no evidence to satisfy this tribunal the first party had misappropriated the amount collected by him from the customers to substantiate his termination w.e.f. 19.05.1981. Therefore, I am constrained to hold that the said termination is illegal. Since from 19.05.1981 till he was reinstated on 16.09.2002 by virtue of illegal termination he was deprived of collecting the deposits and earnings his commission. Though the first party alleges and deposed that he was earning Rs. 1200 per month by way of commission before his agency was terminated no evidence being placed on record in that regard by virtue of award passed by the Industrial Tribunal Hydrabād upheld by the Hon'ble supreme court by order dated 13.02.2001 the minimum fall back wages has to be Rs. 750 per month with a minimum deposit collection of Rs. 7500 per month, the bank is liable to pay fall back wages of Rs. 750 per month to the first party from the date of his illegal termination till his reinstatement. Since he did not work during this period the conveyance allowance of Rs. 50 per month cannot be granted. Since gratuity of 15 days commission for each year of service is payable only after the termination of the agency right now there is no question of paying the same. Under the circumstances I am of the considered view that the first party is entitled to restoration of his Janatha Deposit Collection agency and back wages/commission at minimum fall back wages of Rs. 750 per month from 19.05.81 till he is reinstated on 16.09.2002 with continuity of service/agency.

7. In the result I pass the following award.

#### AWARD

The reference is allowed with a direction to the second party to restore the agency of Janatha Deposit Collection of the first party and to pay back wages/commission at the rate of Rs. 750 per month from the date of his illegal termination i.e. 19.05.1981 till he is reinstated on 16.09.2002 and also accord him the continuity of service.

(Dictated to PA transcribed by her corrected and signed by me on 13.09.2012).

S.N. NAVALGUND, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2012

का. आ. 3320.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आई.डी.बी.आई., बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 04-2010-11)को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.10.2012 को प्राप्त हुआ था।

[सं.एल-12025/01/2012-आई आर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th October, 2012

**S.O. 3320.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2010-11) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, NAGPUR as shown in the Annexure, in the industrial dispute between the management of Vaingana IDBI Bank Ltd. and their workmen, received by the Central Government on 10/10/2012

[No. L-12025/01/2012-IR(B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER

CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/Appn./04/2010-11

Date: 27.09.2012

Applicant : Shri Ravindra Rajaram Khairnar aged about 45 yrs.  
R/o. Sadar Bazarpeth,  
M.G. Road, Chalisgaon,  
Distt. Jalgaon. (MS).

Versus

Non-Applicant : Head, (Branch Business and Disciplinary Authority), IDBI Bank Ltd., IDBI Towers, WTC Complex, Cuffe Parade, Mumbai-400 005.

#### AWARD

(Dated: 27<sup>th</sup> September, 2010)

This is an application filed by the applicant, Shri Ravindra Rajaram Khairnar, ("the applicant" in short) under sub-sections 1 and 2 of the Section 2A of the Industrial Disputes Act, 1947 ("the Act" in short) for adjudication of the Industrial dispute between him and his employer, the management of IDBI Bank Ltd, Mumbai ("the non-applicant" in short).

2. The case of the applicant as projected in the statement of claim is that he was an employee of the non-applicant Bank and initially he came to be appointed as a part-time

sub-staff w.e.f. 01.06.1989 in the services of the then United Western Bank Ltd. at its Chalisgaon Branch and the said bank was amalgamated with the non-applicant bank w.e.f. 03.10.2006, in pursuance of the notification of Govt. of India dated 30.09.2006 and the Disciplinary Authority of the erstwhile United Western Bank Ltd. served the charge sheet dated 20.04.2005 on him, on the allegations that he submitted the receipt in the RIDP Account of one Smt. Wani on 18.10.2004 and received the pay slip against the RIDP and deposited the said pay slip at Chalisgaon People Co-operative Bank, Chalisgaon and managed to obtain three deposit receipts from the said Bank in the name of Smt. Vijaya Dagdu Wani and out of the said three receipts, encashed premature payment of for Rs. 19000 from Chalisgaon People's Co-operative Bank, Chalisgaon and he also destroyed some documents of Chalisgaon Branch of United Western Bank concerning the said transaction and on such allegations, he was charged for doing an act prejudicial to the interest of the Bank and an act of damaging the property of the Bank, under the service conditions applicable to the employees of the United Western Bank Ltd, and as a consequence of the pendency of the disciplinary action, he was suspended *vide* order dated 23.11.2004 and a regular departmental enquiry was ordered and one Shri S.S. Nane, Senior Officer was appointed as the enquiry officer to conduct the enquiry and the enquiry officer conducted the enquiry and gave his report on 27.01.2007, holding the charges levelled against him in the charge sheet to have been proved and in pursuance of the said report, the non-applicant (the Disciplinary Authority) passed the final order dated 31.03.2009 and imposed the punishment of dismissal from service without notice against him and he preferred an appeal against the punishment, within the prescribed time limit before the Appellate Authority of the Bank, but his appeal came to be dismissed giving rise to the present application.

The further case of the applicant is that during the course of the departmental enquiry, documents which were necessary to prove the truth were not given and even though, the Branch Manager, Shri G.K. Lohar was on leave on 18.04.2004, such information and documents pertaining to the absence of Shri Lohar were suppressed and not given to him and Shri Lohar gave false evidence and before awarding punishment of dismissal, he was not given the opportunity of personal hearing, though it was necessary on the part of the Disciplinary Authority to give personal hearing to him and thereby principles of natural justice were not observed and the Appellate Authority also did not give him any chance of personal hearing in total breach of principles of natural justice and the enquiry officer was biased and conducted the departmental enquiry with calculated design to hold him guilty of the charges and as such, the departmental enquiry held against him was neither fair nor valid and the findings of the enquiry officer are totally perverse and the enquiry officer lost sight of the

fact that the onus of proving the charges was on the management and management had totally failed to prove the charges, but the enquiry officer displayed a most casual and mechanical approach in arriving at the conclusion and just completed the formality of declaring the charges as proved and the so called reasons-given by the enquiry officer are not based on the evidence brought during the course of the enquiry and the enquiry officer did not consider the vital points regarding his having no access to the records of the Bank, he being a part time sub-staff and his working hours were from 7 A.M. to 11 A.M. and the enquiry officer relied only upon tutored witnesses produced on behalf of the management and the enquiry officer did not consider the defence evidence and the explanation given by him was obtained by the Branch Manager by misrepresenting the fact and using undue influence and the enquiry officer arrived at an incorrect conclusion, which an ordinary man would not have arrived and he was innocent and was made scape goat by the officials, who had committed negligence in their duty and the said officials and the relatives of Mrs. Wani gave false evidence in the gesture of self-exculpation and there was no police complaint against him and the punishment imposed against him is shockingly disproportionate and as such, the order of punishment is liable to be set aside.

The applicant has also pleaded that after his dismissal from services, he is not gainfully employed. Prayer has been made by the applicant to set aside the order of dismissal from services passed against him and to reinstate him in service with continuity and full back wages.

3. The non-applicant in the written statement has pleaded inter-alia that the statement of claim suffers from serious legal defects, infirmities and irregularities and is a gross, scandalous and scurrilous abuse of the due process of law and justice and the applicant has unnecessarily and without any cause of action has dragged it into litigation with a view to coerce and pressurize it to agree with his unjustified demands and on that ground alone, the statement of claim is liable to be rejected. It is further pleaded by the non-applicant that the applicant had joined the erstwhile United Western Bank Ltd. on 22.01.1990 as part time sweeper on consolidated wages and on 18.10.2004, he submitted a RYPD receipt of account no. 97/304 in the name of the Smt. Vijaya Dagudu Wani across the counter for payment at Chalisgaon brnch and requested Shri S.W. Raste, then Asst. Manager of the Branch to make the payment by issuance of a pay slip in favour of the depositor, Smt. Wani and as the applicant was a staff of the Bank, relying on him, the said RYPD account was closed and a pay slip bearing No. 126579 was handed over to the applicant, however, the applicant was aware that the said depositor had expired long back and with the intention to defraud the Bank, the applicant suppressed the said fact and ensured the closure of referred RYPD account and obtained the pay slip towards its proceeds and

subsequently on 20.04.2004, he desposited the said pay slip with the Chalisgaon People's Co-operative Bank and arranged to make three deposit receipts in the said bank for Rs. 16162, Rs. 19000 and Rs. 19000 in the name of Smt. Wani and obtained possession of all the three deposit receipts from the said Bank and on 23.10.2004, the applicant presented one receipt of Rs. 19000 at the said Co-operative Bank for its premature closure and encashment, being accompanied with a lady, who pretended herself to be Smt. Wani and relying on the statement of the applicant, the said bank handed over the amount of Rs. 19000 in cash to the applicant and it was also reported that the applicant destroyed the documents, such as the RYPD receipt voucher, the credit voucher of the pay slip against which the pay slip favouring Smt. Vijaya D. Wani for Rs. 54,162 was issued, page nos. 301, 302, 323 and 324 from the old RYPD ledger no. 32 and file of the closed cash credit accounts of Venus Auto and considering the above acts of misconduct, the applicant was placed under suspension and was issued with the charge-sheet dated 20.04.2005 under clause 19.5(j) and 19.5(d) of the Bipartite Settlement and it decided to initiate the departmental enquiry against the applicant and appoint Shri Sanjay Shivram Nane as the enquiry officer and in the departmental enquiry, the applicant was allowed to be represented by Shri R.S. Jain, an advocate and the departmental enquiry was conducted strictly in accordanc with the principles of natural justice, equity and fair play and the applicant was given reasonable and adequate opportunity to defend himself and the enquiry officer analyzed the evidence adduced in the enquiry and after weighing the arguments of both the parties, submitted his report of finding dated 27.01.2007 and the report of the enquiry officer was based on reasoning and the Disciplinary Authority after carefully going through the report of the enquiry officer and the entire record of enquiry, vide his letter dated 22.02.2007, furnished a copy of the enquiry report alongwith the second show-cause notice to the applicant to show cause against the proposed punishment of "dismissal from the service of the Bank" and the disciplinary authority also offered personal hearing to the applicant with his defence representative on 13.03.2007 and the applicant along with his representative allowed personal hearing on 13.03.2007 and the applicant submitted his show cause on 13.03.2007 and thereafter, the disciplinary authority carefully perused the enquiry records and finding the enquiry held against the applicant to be fair and proper, awarded the punishment of "Dismissal without notice" with immediate effect vide punishment order dated 31.03.2009 and the applicant filed an appeal against the order of punishment and the appellate authority carefully perused the enquiry records and finding no merit in the appeal dismissed the appeal, on 14.08.2010 and confirmed the order of punishment. It is further pleaded by the party no. 1 that the management had produced 16 documents during the departmental enquiry and the applicant/D.R. had demanded two documents and the same were provided

4012 GD 12-33

to the applicant and Shri G.K. Lohar was presented as management witness and the applicant/DR was allowed to cross-examine Shri Lohar and the applicant raised about the absence of Shri Lohar on 18.02.2004 in his appeal, but the said issue was not raised when Shri Lohar was available for cross-examination and such issue was dealt with by the appellate authority in its order dated 14.08.2010 and there is no provision of giving personal hearing by the appellate authority and the applicant also did not demand for such hearing and the appellate authority deliberated at length about all the contention raised in the appeal. The further case of the party no.1 is that documents and witnesses were produced by the management in the enquiry and the applicant was allowed to cross-examine the witnesses and the applicant also made written submission and the finding of the enquiry officer are not perverse and the same are based on the evidence adduced in the enquiry and the applicant had full access to the documents, as he was regularly working in the branch, even after 11. AM and the applicant committed serious and grave misconducts, which were proved against him in a properly conducted departmental enquiry and as such, the punishment imposed against the applicant is not disproportionate and the applicant is engaged in business with his brother and the applicant is not entitled to any relief.

4. As this is a case of dismissal of the workman from services, after holding a departmental enquiry, the validity of the departmental enquiry was taken as preliminary issue for consideration and by order dated 13.03.2012, the departmental enquiry conducted against the workman was held to be legal, proper and in accordance with the principles of natural justice.

5. At the time of argument, it was submitted by the learned advocate for the applicant that the charges levelled against the applicant are defective and the same are not correct and the applicant was working as a part-time sweeper and his duty hours were from 7.00 AM to 11.00 AM and he had no access to the documents of the Bank and he has been falsely implicated in the case and there was no police complaint against the applicant which fact further supports the claim of the applicant false implication and the conclusions drawn by the enquiry officer are perverse and such conclusions are not based on the evidence on record and the enquiry officer while arriving at the findings has lost sight of the fact that the onus of proving the charges is that of the management and management has totally failed to prove the charges beyond shadow of doubt and the charges were not proved against the applicant and the enquiry officer did not consider the defence evidence and the enquiry officer did not consider the fact that in the entire transaction, there was no financial loss to the bank and the punishment imposed against the applicant is illegal and the applicant is entitled for reinstatement in service with continuity and full back wages.

6. Per contra, it was submitted by the learned advocate for the non-applicant that by order dated 13.03.2012, it has already been held that the enquiry conducted against the applicant to be legal, proper and in accordance with the principles of natural justice and in the enquiry, the applicant was found to have committed gross-misconduct and the findings of the enquiry officer are based on the evidence adduced in the enquiry by the parties and the same are not perverse and as because no police complaint was lodged against the applicant, it cannot be said that the applicant was falsely implicated and the punishment imposed against the applicant is lawful and not shockingly disproportionate and therefore, there is no scope to interfere either with the findings of the enquiry officer or the punishment imposed against the applicant and the applicant is not entitled to any relief.

7. In view of the submissions made by the learned advocates for the parties, I think it proper to mention the principles enunciated by the Hon'ble Apex Court in regard to the power and jurisdiction of the Tribunal in the matter of interference with the findings and punishment imposed in a departmental enquiry which are as follows.

“Departmental enquiry-Not bound by strict rules of Evidence Act, but fair play and natural justice. Only total absence but not sufficiency of evidence before Tribunal is ground for interference by court.”

“Judicial review is not an appeal from a decision but a review of the manner in which the decision is made. Power of Judicial review is meant to ensure that the individual receives fair treatment and not to ensure that the conclusion which the authority reaches is necessarily correct in the eye of the court. When an enquiry is conducted on charges of misconduct by a public servant, the Court/Tribunal is concerned to determine whether the enquiry was held by a competent officer or whether rules of natural justice are complied with, whether the findings or conclusions are based on some evidence, the authority entrusted with the power to hold enquiry has jurisdiction, power and authority to reach finding of factor conclusion. But that finding must be based on some evidence. Neither the technical rules of Evidence Act nor of proof of fact or evidence or reliability of evidence as defined therein, apply to disciplinary proceedings. Adequacy of evidence of reliability of evidence cannot be permitted to be canvassed before the Court/Tribunal. When the authority accepts the evidence and the conclusion receives support there from, the disciplinary authority is entitled to hold that the delinquent officer is guilty of the charges. The Court/Tribunal in its power of judicial review does not act as appellate authority to re-appreciate the evidence and to arrive at its own independent findings on the evidence.

Now, the present case in hand is to be considered with the touch stones of the principles enunciated by the Hon'ble Apex Court as mentioned above.

8. On perusal of the materials on record including the documents regarding the departmental proceedings held against the applicant, it is found that charges were levelled against the applicant under clauses 19.5 (j) and 19.5 (d) of the Bipartite settlement dated 19.10.1966 as amended up to date and the charges are not defective or incorrect and copies of all documents were supplied to the workman and during the enquiry 13 documents including the letter submitted by the applicant to the Manager Chalisgaon Branch admitting his involvement in commission of the misconduct were produced and five witnesses were examined on behalf of the non-applicant to prove the charges against the applicant and the applicant produced two documents and examined himself in his defence and the enquiry officer after taking into consideration the evidence adduced by both the parties has given his findings and reasons have been assigned by the enquiry officer in support of his findings. Hence, the findings of the enquiry officer cannot be held to be perverse.

As because no complaint was lodged against the applicant by the non-applicant with the police it cannot be said that the applicant was falsely implicated in the case.

Commission of serious misconduct has been proved against the workman in a properly conducted departmental enquiry. The punishment imposed against the applicant cannot be said to be shockingly disproportionate to the serious misconduct proved against him. Therefore, there is no scope to interfere with the punishment. Hence it is ordered:-

### ORDER

The application filed by the applicant is rejected. The applicant is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2012

का. आ. 3321.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ.सी.आई. के प्रबंधतंत्र के संबंद्ह नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में रास्त्रीय औद्योगिक अधिकरण, मुम्बई के पंचाट (आईडी सं. 1/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.10.2012 को प्राप्त हुआ था।

[सं. एल-22012/359/2003-आई आर (सी-II)]

बी. एम. पट्टनायक, अनुभाग अधिकारी

New Delhi, the 11th October, 2012

S.O. 3321.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2005) of the National Industrial Tribunal, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on 11/10/2012.

[No. L-22012/359/2003-IR(C-II)]

B.M. PATNAIK, Section Officer

### ANNEXURE

#### BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL MUMBAI Present

Justice G.S. Sarraf, Presiding Officer

REFERENCE NO. NTB-10F2005

Parties: Employers in relation to the management of Food Corporation of India

AND

Their workmen

Appearances:

For the Food Corporation of India : Shri. Prahbakar Rao, Adv.

For the FCI Workers Union : Shri. Umesh Nabar, Adv.

For the FCI Handling Workers Union : Ms. Kunda Samant, Adv

State : Maharashtra

Mumbai, dated the 7th day of September, 2012.

### AWARD

1. In compliance of the judgement dated 14.9.2005 of honourable High Court of Delhi in Writ Petition no. 3792/2004 the Central Government in exercise of powers conferred by Sub-Section (1A) of Section 10 of the Industrial Disputes Act (hereinafter referred to as the I.D. Act) has referred the following dispute to this Tribunal.

“Whether the action of the Food Corporation of India in reducing the rates of Overtime wages of its food handling workers from 1.25 times 1.1 times of the normal rates of wages for overtime work between 6 ½ and 8 hours and further from as per the shops & Establishment Act of the respective States to 1.1 times for work beyond 8 hours, both by Circular Notice dated 1.7.2002 and Circulars No. 1 & 2 both dated 19.1.2004 is legal and justified? If not, to what relief the workmen are entitled?”

2. According to the statement of claim filed on behalf of the Food Corporation of India Workers Union (hereinafter referred to as the Union) and Food Corporation of India (Handling) Workers Union a Memorandum of Understanding was arrived at between the Food Corporation of India (hereinafter referred to as the F.C.I.) and the Union on 13.6.1994. According to the said Memorandum of Understanding it was decided that :

(1) Working hours of departmental labourers, piece rate system 'B' category workers) direct payment system workers, mate system workers, Management Committee system workers would be at par with the working hours of depot staff working in the respective depots.

(2) The overtime allowance for work beyond normal duty hours upto the statutory hours of work ( i.e. 6  $\frac{1}{2}$  to 8 hours) was fixed at 1.25 times that of normal duty hours.

(3) Beyond statutory hours (8 hours) the rate of overtime allowance would be fixed on the basis of the respective Shops and Establishments Acts of the relevant States.

The F.C.I. then issued a circular dt. 16.6.1994 fixing 6  $\frac{1}{2}$  hours as working hours with 30 minutes lunch break and fixed the overtime allowance payable to the departmental labourers @ 1.25 time of the hourly rate for the extra duty hours put in beyond the normal duty hours upto statutory hours of work (i.e. from 6  $\frac{1}{2}$  to 8 hours) and rate for overtime allowance beyond statutory hours of work as prescribed in the respective Shops and Establishment Acts of the respective States. The circular was made applicable to the labourers engaged in the depots located in North, East and North-East Zones as also in the depots of M.P. and in the depot at Akola in Maharashtra in West Zone. However, in W.B., Bihar, Orissa and Assam regions the overtime for such period was to be regulated as per the existing practice. It is the case of both the Unions that the Memorandum of Understanding is like Settlement as envisaged under the provisions of the I.D. Act and it is binding on the parties till a notice is issued by either party expressing its intention to terminate it or unless the terms of the Memorandum of Understanding are replaced by any other Award or Settlement. However, the F.C.I. issued a notice dt. 1.7.2002 under Section 9-A of the I.D. Act altering overtime allowance to 1.1. times of the normal hourly rate of wages in the States where the F.C.I. was granted exemption from the provisions of the Shops and Establishment Acts or where the provisions of the Shops and Establishment Act of the State was not made applicable to the F.C.I. The Union opposed the notice by raising industrial dispute and the notice dt. 1.7.2002 was stayed by circular dt. 29.8.2002 in view of the conciliation proceedings between the parties. The conciliation proceedings failed and failure report was submitted on 22.10.2003. However, the Central Government

failed to refer the dispute for adjudication and taking advantage of this situation the F.C.I. issued two circular dt. 19.1.2004 giving effect to the notice dt. 1.7.2002. The Union then filed writ petition (civil) no. 3792 of 2004 in the Delhi High Court. By judgement dt. 14.9.2005 passed by the Delhi High Court in the aforesaid writ petition the Central Government was directed to refer the dispute to the National Industrial Tribunal. Hence this reference. The two Unions have stated that the reduction in overtime wages is illegal and unjustified being in violation of the terms of the Memorandum of Understanding dt. 13.6.1994 which has neither been terminated nor replaced by any other Award or Settlement.

3. According to the written Statement filed by the F.C.I. the reduction of rates of overtime wages is perfectly legal since the Memorandum of Understanding signed on 13.7.1994 is not a Settlement. According to the written statement majority of establishments of the F.C.I. are exempted from the provisions of the Shops and Establishments Acts of respective States and, therefore, they are not under obligation to pay overtime wages in accordance with the provisions of the said Acts and wherever the Shops and Establishment Act is applicable the F.C.I. is paying overtime wages as prescribed by the said Act. The F.C.I. has, therefore, prayed that the reference be answered in favour of the F.C.I.

4. The two Unions have filed rejoinders stating that the F.C.I. signed the Memorandum of Understanding dt. 13.6.1994 after majority of their establishments had received exemption from the provisions of the Shops and Establishments Acts. The Memorandum of Understanding dt. 13.6.1994 envisages the rate of overtime wages under the Shops and Establishments Acts as model rates and the same have no connection with the applicability of the said Acts to the establishment of the F.C.I. It has also been stated that after the Memorandum of Understanding dt. 13.6.1994 the F.C.I. has issued circular dt. 16.7.1994 and thereby the F.C.I. has given the Memorandum of Understanding dt. 13.6.1994 the status of Settlement.

5. Each of the Union has filed affidavits of two witnesses who have been cross-examined by learned counsel for the F.C.I. and the F.C.I. has filed affidavit of one witness and he has been cross-examined by learned counsels for the two Unions.

6. Heard Shri Prabhakar Rao, learned counsel for the F.C.I. , Shri Umesh Nabar, learned counsel for the Union and Ms. Kunda Samant learned counsel for the F.C.I. Handling Workers Union.

7. A Memorandum of Understanding has been signed by the F.C.I. and the Union on 13.6.1994 in pursuance of which and with a view to give effect to the provisions contained in the said Memorandum of Understanding a circular has been issued by the F.C.I. on 16.6.1994 fixing 6  $\frac{1}{2}$  hours as working hours with 30 minutes lunch break

and fixing the overtime allowance payable to the departmental labourers at the rate of 1.25 times of the hourly rate for the extra duty hours put in beyond the normal duty hours up to statutory hours of work (i.e. from 6½ to 8 hours) and the rate for the overtime beyond statutory hours of work as prescribed in the respective Shops and Establishments Acts. The rate for overtime work prescribed in various Shops and Establishments Act is twice the ordinary rate of wages. It is to be noted that when the Memorandum of Understanding was signed on 13.6.1994 and when in pursuance thereof notification dt. 16.6.1994 was issued by the F.C.I. majority of the establishments of the F.C.I. had exemptions from the provisions of the Shops and Establishments Act. Inspite of the exemptions the overtime rate prescribed in the various Shops and Establishments Acts was made applicable because that rate served as a model and the applicability of the Shops and Establishment Acts was not in question. Had the applicability of the Shops and Establishments Act been the basis then the Memorandum of Understanding dt. 13.6.1994 would not have been signed and the circular dt. 16.6.1994 would not have been issued. It is obvious that if the F.C.I. is to pay overtime allowance at 1.1 times of the normal hourly rate of wages then it is saying virtually no extra compensation for the work done beyond the agreed hours of work. I am, therefore, of the opinion that to alter the rate of overtime allowance on the basis of applicability of the Shop and Establishemnts Acts was not proper.

8. When all the Shops and Establishments Acts provide that the wages for overtime work will be twice the ordinary rate of wages then how it is justified for the F.C.I. to say that the rate of overtime allowance will be 1.1 times of the normal hourly rate of wages. To reduce the overtime allowance from twice the ordinary rate of wages to 1.1. times is definitely unjust and improper.

9. Moreover, how the F.C.I. could issued the notice dt. 1.7.2002 under Section 9-A of the I.D. Act and the two circulars dated 19.1.2004 altering overtime allowance to 1.1. times of the normal hourly rate of wages without either party expressing its intention to terminate the Memorandum of Understanding dt. 13.6.1994 or without replacing the terms of the said Memorandum of Understanding by any other Award or Settlement because the said Memorandum of Understanding is like Settlement and it is binding on the parties.

10. For the reasons stated above the notice dt. 1.7.2002 and the two circulars dt. 19.1.2004 altering overtime allowance to 1.1 times of the normal hourly rate of wages are quashed and the rates of overtime allowance as prescribed in the circular dt. 16.6.1994 of the F.C.I. issued in pursuance to the Memorandum of Understanding dt. 13.6.1994 are restored.

Award is passed accordingly.

JUSTICE G.S. SARRAF, Presiding Officer

4012 95712-34

नई दिल्ली, 12 अक्टूबर, 2012

का. आ. 3322.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इ.एल.के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 160/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.10.2012 को प्राप्त हुआ था।

[सं. एल. 22012/236/1999-आई.आर.(सीएम-II)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 12th October, 2012

S.O. 3322.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 160/1999) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, ASANSOL as shown in the Annexure in the Industrial Dispute between the management of Chinakuri 3 Pit Colliery of M/s. ECL, and their workmen, which was received by the Central Government on 12-10-2012.

[No. L-22012/236/1999-IR(CM-II)]

B.M. PATNAIK, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

**PRESENT:** Shri JAYANTA KUMAR SEN, Presiding Officer

Reference No. 160 of 1999.

**PARTIES:** The management of Sundarchak, Chinakury, 3 Pit Colliery of M/s ECL, Burdwan

Vs.

The Asst. Gen. Secretary, KMC, Asansol.

#### REPRESENTATIVES:

For the Management: Sri P.K. Das, Ld. Advocate

For the union (Workman): Sri R.K. Tripathy, Ld. Representative

INDUSTRY: COAL

STATE: WEST BENGAL

Dated - 11-09-12

**AWARD**

In exercise of Powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/236/99-IR(CM-II) dated 8-09-1999 has been pleased to refer the following dispute for adjudication by this Tribunal.

**SCHEDULE**

"Whether the action of the Management of Chinakury 3 Pit Colliery in denying the regularisation of Sh. Asim Mondal and 10 others (list enclosed), Underground Loader in different Time Rated Category is justified? If not, to what reliefs are the workmen entitled?"

Having received the Order of Letter No. L-22012/236/99-IR (CM-II) dated 8-09-1999 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi of adjudication of the dispute, a reference case No. 160 of 1999 was registered on 23.09.1999 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Sri Tripathi, Ld. Representative of the Union, submits that the case has been settled between both the parties and the case may be closed. Since the case has already been settled between the parties, it will not be just and proper to keep this old record pending. As such the case is closed and accordingly an order of "No Dispute" is hereby passed.

**ORDER**

Let an "Award" be and the same is passed as "No Dispute" existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. There reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2012

का.आ. 3323.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इ.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 162/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.10.2012 को प्राप्त हुआ था।

[सं. एल- 22012/237/1999-आई आर (सीएम-II)]

बी. एम. पट्टनायक, अनुभाग अधिकारी

New Delhi, the 12th October, 2012

**S.O. 3323.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 162/1999) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, ASANSOL as shown in the Annexure, in the industrial dispute between the management of Chinakury 3 Pit Colliery of M/s. ECL, and their workmen, received by the Central Government on 12-10-2012.

[No. L-22012/237/1999-IR(CM-II)]

B.M. PATNAIK, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL.**

**PRESENT:** SRI JAYANTA KUMAR SEN, Presiding Officer

**REFERENCE NO. 162 OF 1999.**

<b>PARTIES:</b>	The Management of Sundarchak, Chinakuri, 3 Pit Colliery of M/s ECL, Burdwan
	Vs.
	The Asst. Gen Secretary, KMC, Asansol.

**REPRESENTATIVES:**

<b>For the Management :</b>	Sri P.K. Das, Ld. Advocate For the union (Workman): Sri R.K. Tripathy, Ld. Representative
-----------------------------	---

Industry : Coal	State : West Bengal
	Dated - 11-09-12

**AWARD**

In exercise of Powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/237/99-IR(CM-II) dated 29-10-1999 has been pleased to refer the following dispute for adjudication by this Tribunal.

**SCHEDULE**

"Whether the action of the Management of Chinakury 3 Pit Colliery in denying the regularisation of Sh. Rambilash Bishwakarma and 10 other underground Loaders (list enclosed), in different Time Rated Category is justified? If not, to what reliefs are the workmen entitled?"

Having received the Order of Letter No. L-22012/237/99-IR (CM-II) dated 29-10-1999 of the above said reference

from the Govt. of India, Ministry of Labour, New Delhi of adjudication of the dispute, a reference case No. 162 of 1999 was registered on 06.12.1999 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Sri Tripathi, Ld. Representative of the Union, submits that the case has been settled between both the parties and prays for the closure of the case. Since the case has already been settled between the parties, it will not be just and proper to keep this old record pending. As such the case is closed and accordingly an order of "No Dispute" is hereby passed.

### ORDER

Let an "Award" be and the same is passed as "No Dispute" existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2012

का.आ. 3324.—औद्योगिक विवाद अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय आसनसोल के पंचाट (संदर्भ संख्या 161/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2012 को प्राप्त हुआ था।

[सं. एल-22012/232/1999-आईआर(सी एम-II)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 12th October, 2012

S.O. 3324.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref.No. 161/1999 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, ASANSOL as shown in the Annexure, in the industrial dispute between the management of Chinakuri 3 Pit Colliery of M/s. ECL and their workmen, which was received by the Central Government on 12-10-2012.

[No. L-22012/232/1999-IR(CM-II)]

B.M. PATNAIK, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT: SRI JAYANTA KUMAR SEN, Presiding Officer

#### REFERENCE NO. 161 OF 1999.

##### PARTIES:

The management of Sundarchak, Chinakuri, 3 Pit Colliery of M/s ECL, Burdwan Vs.

The Asst. Gen. Secretary, KMC, Asansol.

##### REPRESENTATIVES

For the Management : Sri P.K. Das, Ld. Advocate

For the Union (Workman) : Sri R.K. Tripathy, Ld. Representative

Industry: Coal

State: West Bengal

Dated—11.09.12

### AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/232/99-IR(CM-II) dated 22.11.99 has been pleased to refer the following dispute for adjudication by this Tribunal.

### SCHEDULE

"Whether the action of the management of Chinakuri 3 Pit Colliery in denying the regularisation of Sh. Umesh Prasad Nonia and 10 other underground loaders (list enclosed), in different Time Rated Category is justified? If not, to what relief are the workmen entitled?"

Having received the Order of Letter No. L-22012/232/99-IR (CM-II) dated 22.11.99 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 161 of 1999 was registered on 06.12.99 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Sri Tripathi, Ld. Representative of the Union, submits that the case has been settled between both parties and the case may be closed. Since the case has already been settled between the parties, it will not be just and proper to keep this old record pending. As such the case is closed and accordingly an order of "No Dispute" is hereby passed.

**ORDER**

Let an "Award" be and the same is passed as "No Dispute" existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2012

**का.आ. 3325.—** औद्योगिक विवाद अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.इ.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 36/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2012 को प्राप्त हुआ था।

[सं. एल-22012/210/2004-आईआर(सीएम-II)]

बी.एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 12th October, 2012

**S.O. 3325.—** In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Amadand sub area of SECL. and their workmen, which was received by the Central Government on 12-10-2012.

[No. L-22012/210/2004-IR(CM-II)]

B.M. PATNAIK, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

No. CGIT/LC/R/36/2005

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

The Secretary/President,

Samyukta Koila Mazdoor Sangh (AITUC),

C/o Sanjay Mishra, Telephone Exchange,

PO: Kotma Colliery,

Shahdol

...Workman/Union

Versus

The Sub Area Manager,

Amadand Sub Area of SECL,

PO: Chokan,

Shahdol

...Management

**AWARD**

Passed on this 20th day of September, 2012

1. The Government of India, Ministry of Labour *vide* its Notification No. L-22012/210/2004-IR(CM-II) dated 13.5.2005 has referred the following dispute for adjudication by this tribunal:—

"Whether the action of the Sub Area Manager, Amadand sub-area of SECL in not regularizing Shri Nathulal S/o Mohanlal to the post of Blacksmith and not making payment of difference of wages for the entire period, which he rendered in the higher category than his own designated category is legal and justified? If not, to what relief the workman is entitled?

2. The case of the Union/Workman in short is that the workman Shri Nathulal was appointed as General Mazdoor Category I in the year 1984 in Kotma West Mine of SECL but he was made to work on the post of Blacksmith Cat-IV right from the very beginning and was working continuously. He was promoted as General Mazdoor II subsequently. Thereafter he was promoted to the post of Hammerman Cat-III *w.e.f.* 12.6.91. He was entitled to be promoted on higher category of Blacksmith as he was already working on the post. It is stated that if a workman is made to work on a higher post for a period of 190 days in the case of underground duties and 240 days on surface duties, he becomes entitled for his regularization on the said higher post. It is submitted that the management be directed to promote the workman on the post of Blacksmith Cat-IV from 1984, Cat-V from 1987, Cat-VI from 1990, SLU Technical and supervisory Grade C from 2000 with all consequential benefits including difference of pay.

3. The management appeared and filed Written Statement in the case. The case of the management, *inter alia*, is that admittedly the workman was appointed as General Mazdoor Cat-I in the year 1984 in Kotma West Mine. The service conditions are governed under Cadre Scheme formulated under the provisions of NCWA. He never worked as Blacksmith. He was granted the benefit of SLU and was designated as Blacksmith Helper-II (SLU-III). The management issued orders in writing if an employee was being deployed work in higher category. It is submitted that the workman is not entitled to the post of Black Smith, nor any difference of wages. He is not entitled to any relief.

4. On the basis of the pleadings, the following issues are framed :—

I. Whether the action of the management in not regularizing Shri Nathulal to the post of Blacksmith and not making payment of difference of wages is legal and justified?

II. To what relief the workman is entitled?

**5. Issue No. I**

The workman did not adduce any evidence in the case. There is no evidence to prove that the workman Shri Nathlal was working as a Black Smith from the day of his appointment as General Mazdoor Cat-I. The Union/workman has failed to prove his case.

6. On the other hand, the management has examined his witness namely Shri R.K. Sharma who is working as Dy. Manager (Personnel) in SECL, Jamuna Kotma Area. He has supported the case of the management. He has stated that the workman was appointed as a General Mazdoor Category-I in the year 1984. He was granted the benefit of SLU and was designated as Blacksmith Helper II (SLU III). He had never worked as Blacksmith. As such he is not entitled to any difference of wages. His evidence is unrebuted. There is nothing to disbelieve his evidence. This shows that the workman had not worked as Black Smith at any point of time rather on granting benefit of SLU, he worked as Blacksmith Helper II (SLU-III). This further shows that the workman is not entitled to be regularized on the post of Blacksmith. This issue is decided against the workman and in favour of the management.

**7. Issue No. II**

On the basis of the discussion made above, it is clear that the action of the management is legal and justified as the workman appears to have never worked on the post of Blacksmith. The workman is not entitled to any relief. The reference is accordingly answered.

8. In the result, the award is passed without any order to costs.

**MOHD. SHAKIR HASAN, Presiding Officer**

नई दिल्ली, 12 अक्टूबर, 2012

का.आ. 3326.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डबल्यू. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 42/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2012 को प्राप्त हुआ था।

[सं. एल-22012/559/1996-आई आर (सी एम-II)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 12th October, 2012

**S.O. 3326.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the

management of M/s. Western Coalfields Ltd. and their workman, which was received by the Central Government on 12-10-2012.

[No. L-22012/559/1996-IR(CM-II)]

B.M. PATNAIK, Section Officer

**ANNEXURE****BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/42/2002

Dated: 28.09.2012.

Party No. 1: The Sub-Area Manager,  
Padmapur open cast Sub Area WCL Ltd.,  
Po: Padmapur/Durgapur,  
Distt. Chandrapur (MS).

*Versus*

Party No. 2: The President,  
Koyla Khadan Karmachari Sangh,  
Jatpura ward No.4, Chandrapur,  
Distt. Chandrapur (MS)

**AWARD**

(Dated: 28th September, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri S.R. Umate, to the Central Government Industrial Tribunal, Jabalpur, for adjudication, as per letter No.L-22012/559/96-IR (C-II) dated 20.05.1998, with the following schedule:—

"Whether the action of the management of Sub Area Manager M/s. Western Coalfields Ltd., Padmapur in demoting in wages and transferring to Hindustan Lalpath colliery of Shri S.R. Umate is legal justified and proper? If not, to what relief is the workman entitled and from which date or what other directions are necessary in the matter "

Subsequently, the case was transferred to this Tribunal, for disposal in accordance with law.

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri S.R. Umate, ("the workman" in short), filed the statement of claim and the management of WCL, ("Party No. 1" in short) filed its written statement.

The case of the workman as presented in the statement of claim is that he was serving as a grade 'C' E.P. Fitter and on 22.10.1992, a charge sheet under clause 17 (i) (a) and (q) of the Standing Orders was served on him on the allegation of committing theft of costly spare parts of dumper

4012 40712 - 35

amounting to Rs. 58,320 and *vide* order No. 3462 dated 22.07.1992, he was demoted to grade 'D' with transfer from Padmapur to Hindustan Lalpath open cast colliery at Chandrapur and in the enquiry, the charges were not proved against him and the enquiry was not fair, proper and legal and in the enquiry, he was not given the chance to cross-examine the witnesses and to adduce defence evidence and the statements were not recorded in his presence and the copy of the enquiry report was not supplied to him and the enquiry was defective and not in accordance with the principles of natural justice and as the order of punishment was passed basing on such illegal enquiry, the same is liable to be set aside and due to such illegal demotion, he sustained financial loss of Rs. 500 per month and he was also deprived of the scope of further promotion and great injustice was caused to him.

The workman has prayed to quash the order dated 22.07.1995 and to direct the party No. 1 to give him promotion he is entitled for.

3. The party No. 1 in its written statement has pleaded inter-alia that the workman was working as EP fitter category-C since 12.08.1992 and he was indisciplined and disobedient from the very beginning and various memos, warning, charge sheets and punishments were given to the workman for the same, with a view to grant him opportunity to improve himself, but inspite of giving various opportunities, the workman repeated the commission of misconducts and a complaint was received against the workman of his attempting to misappropriate the Government property, so charge sheet dated 22.10.1992 was issued against him on the allegation that on 19.10.1992 he was working in the general shift and was entrusted with the work of Dumper No. 292 in the field and at about 4 PM, Shri N.N. Dod, Executive Engineer (Excavation) and Shri N.B. Singh, Executive Engineer, (Excavation) made surprise checking of his locker and found one Dumper assembly new, 4 vall stand new and one 6211 PTO bearing new, worth Rs. 58,320 and the workman had kept the aforesaid materials with him without the permission, approval and knowledge of the senior officers and the said spare parts in the workshop were very scarce and under this circumstances concealing the aforesated spare parts by him is highly objectionable and indicated his malafide intention (motive) in possessing the same with him and the aforesaid act on his part falls under the provisions of standing orders 17(i)(i), 17(i)-a, 17(i)-q and 17(i)-u and the workman was asked to submit his reply to the charges and he submitted his reply on 02.11.1992 and as his reply was unsatisfactory, order was passed to conduct a departmental enquiry against him and Shri V.P. George was appointed as the enquiry officer and the workman attended the enquiry with his co-worker and documents were produced and witnesses were examined in presence of the workman and his co-worker and the witness were cross-examined by the workman and his co-worker and the

workman also produced defence evidence and examined himself and other witnesses in his defence and they were also cross-examined by the management representative and after closure of the enquiry, the enquiry officer submitted his report on 16.12.1995, holding the charges levelled against the workman to have been proved beyond doubt and the competent authority after being satisfied about conduction of the departmental enquiry legally and properly and following the principles of natural justice, imposed the punishment of demotion of the workman to category 'D' with immediate effect and to transfer him to Hindustan Lalpath Open Cast Mines by order dated 22/23.07.1995, looking into the seriousness of the misconduct and his past records and the appeal filed by the workman against the order of punishment was also dismissed by the appellate authority after due consideration and the punishment imposed on the workman is highly proportionate to the misconduct committed by him and the workman is not entitled to any relief.

4. As the punishment was imposed against the workman after conducting a departmental proceeding, the fairness of the departmental proceeding was taken for consideration as a preliminary issue and by order dated 26.04.2007, the enquiry conducted against the workman was held to be invalid and the party No. 1 was allowed to prove the charges against the workman by adducing evidence before this Tribunal.

5. The charges levelled against the workman are as follows:—

- 17. (i)(i) Causing willful damage to work in progress or to property of employer.
- 17. (i)(a) Theft, fraud or dishonesty in connection with the employers business or property.
- 17. (i)(q) Any breach of the Mines Act, 1952, or any other Act or any rules, regulations or bye-laws thereunder, or of any standing orders.
- 17. (i)(u) Abetment of or attempt of abetment or any of the acts or misconducts.

6. To prove the charges before this Tribunal, party No. 1 has examines three witnesses, namely, Shri Naresh Narayan Dod, Shri Jitendra Kumar Jindal and Shri Narendra Kumar Singh. In rebuttal, the workman has examined himself as a witness.

7. Shri Naresh Narayan Dod, M.W.-1 has stated that on 19.10.1992, he was working as an Executive Engineer at Padmapur Open Cast Mines of WCL and he was on duty in the workshop in the first shift and the workman was also on duty in the general shift from 8 AM to 5 PM and the workman was entrusted with the dumper No. 292 for its repair and maintenance and the workman was allotted a locker inside the premises of the mines, for keeping tools, dress and personal belongings and on 19.10.1992, Shri N.K.

Singh, Executive Engineer at about 3.30 PM came to him and orally reported him that he (Shri N.K. Singh) received information telephonically from some anonymous person about concealment of some costly spare parts of dumper and on receipt of the information, he himself, Shri N.K. Singh and Shri Jindal, Suptd. Engineer went to the locker of the workman and as the locker was locked, the key was obtained from the helper of the workman and they opened the locker and found one piece of dumper assembly (new), four pieces of Ball Stud (new) and one piece of 62II P.T.O. bearing (new). MW1 has further stated that the above articles belonged to the company and at that time, there was scarcity of the said valuable spare parts and the workman had no business to keep those parts in the locker, unless he had some ulterior motive and the articles were seized by them from the locker of the workman and then, the matter was reported to the higher authority and he made a written report about the incident and the workman had kept the articles in his locker for misappropriating the same.

In his cross-examination, MW-1 has stated that at the time of opening of the locker, Panchnama was not made and they had not made any verification of the articles to whom the same was issued and the workman was not present, when the locker was opened and later on, it was found that the articles were not missing and there was no theft.

8. MW-2 Shri Jintendra Kumar Jindal has stated that on 19.10.1992, at about 3.40 PM, Shri M.K. Singh and Shri N.N. Dod came to his office and informed him about finding of some costly spare parts of dumper in the locker of the workman, so he went with them and inspected the contents of the locker of the workman and as the locker was locked, its key was obtained from the helper of the workman, who was present in the workshop and they opened the locker and found the dumper assembly, ball stud and 62II PTO bearing and he asked Shri N.N. Dod to give a written report and the materials were seized and brought to his office and Shri Dod submitted a report and he forwarded the report to the Sub Area Manager for necessary action and the workman had kept the articles for misappropriation.

9. The evidence of MW-3, Shri N.K. Singh is more or less to the same effect. In his cross-examination, this witness contradicting the statement of MW-1 has stated that the workman was present, when the locker was opened.

10. During the cross-examination of the workman it was tried by the management to show that costly spare parts were issued on 19.10.1992 from the store to him, for fitting of the same in the dumper and he did not replace those costly parts and kept the same in his locker. However, this was never the case of the management. Such allegations were not made in the charge sheet submitted against the workman. So, such a plea taken by the management cannot be entertained.

11. On perusal of the documents of the departmental proceedings, it is found that the case of the management was that one Shri R.N. Malabiya, EPGH-cat. 'E' informed Shri N.K. Singh about the spare parts to be in the locker of the workman. Shri N.K. Singh in his evidence before the enquiry officer had categorically stated that on 19.10.1992, Shri R.N. Malabiya informed him that one dumper assembly was in the locker of the workman. It is also found that Shri R.N. Malabiya had been examined as management witness No. 4 in the enquiry and he had stated that on 19.10.1992, he was on duty in the general shift and at about 10.30 A.M., he found the locker of the workman lying open, so he informed about the same to Mr. N.K. Singh. Though Shri Malabiya did not support the case of the management in the enquiry, he was not declared hostile. As Mr. Malabiya did not support the case of the management in the enquiry about giving information to Shri Singh about the spare parts in question to be in the locker of the workman, party no. 1 did not examine the said Shri Malabiya as a witness before the Tribunal and has come out with a false case that Shri N.K. Singh came to know about the same by getting an anonymous phone call. It is clear from the materials on record that there is no legal evidence to show that the spare parts in question were issued to the workman on 19.12.1992 or prior to the same. There is also no allegation that the said spare parts were issued to the workman, but he did not use the same and kept the same in the locker with the intention to misappropriate the same. There is also no legal evidence that there was any theft of those spare parts. There is also no evidence to show that, the spare parts were kept by the workman in the locker. It is clear from the evidence of the witnesses for the party No. 1 that the key of the locker of the workman was with the helper of the workman and the locker was opened by the helper of the workman and the workman was not present, when the locker was opened. There is no circumstantial evidence to show that, it was the workman who must have kept the spare parts in the locker.

12. It is clear from the principles enunciated by the Hon'ble Apex Court in the decisions cited by the learned advocate for the party No. 1 that the jurisdiction of the Tribunal to interfere with the disciplinary matters for punishment cannot be equated with an appellate jurisdiction and the Tribunal cannot interfere with the findings of the enquiry officer or competent authority, where they are not arbitrary or utterly perverse and the power to impose penalty on a delinquent officer is conferred on the competent authority either by an act of legislature or rules made under the provision to Article 309 of the Constitution and if there has been an enquiry consistent with the rules and in accordance with principles of natural justice, what punishment would meet the ends of justice is a matter exclusively within the jurisdiction of the competent authority and if the penalty can be lawfully imposed and is

imposed on the proved misconduct, the Tribunal has no power to substitute its own discretion for that of the authority.

It is also settled beyond doubt that a disciplinary proceeding is not a criminal trial and the standard of proof required is that of preponderance of probability and not proof beyond reasonable doubt. It is also well settled that the technical rules which govern criminal trials in court may not necessarily apply to disciplinary proceedings, but never the less, the principles that in punishing the guilty, scrupulous care must be taken to see that the innocent are not punished, applies as much to regular criminal trials as to disciplinary enquiries held under the statutory rules.

It is also settled by the Hon'ble Apex Court that a finding recorded in a domestic enquiry cannot be characterized as perverse by the labour court, unless it can be shown that such a finding is not supported by any evidence, or is entirely opposed to the whole body of the evidence adduced. In a domestic enquiry once a conclusion is deducted from the evidence, it is not permissible to assail the conclusion even though it is possible for some other authority to arrive at a different conclusion on the same evidence, but finding based on no evidence can be rejected as perverse and interference with the finding of fact in disciplinary enquiry is permissible only when there is no material for the said conclusion or that on the materials, the conclusion cannot be that of a reasonable man.

So keeping in view the settled principles as mentioned above, now, the present case in hand is to be considered.

13. On bare perusal of the allegation made against the workman and the charges levelled against him in the charge sheet, it is clear that the allegations do not constitute the charges levelled against the workman except the charge under clause 17(i) (a). As already discussed above, it is found that there is no legal evidence on record to hold the workman guilty of the charge levelled against him under clause 17(i) (a). On perusal of the materials on records, it is found that neither there is any direct evidence nor any circumstantial evidence on record to prove the charges against the workman and party No. 1 has failed to prove the charge against the workman.

Taking into consideration the entire facts and circumstance of the case, the materials on record and in view of the failure of the management to prove its case against the workman, it is held that the punishment of demotion imposed against the workman is illegal and the same cannot be sustained.

It is necessary to mention here that the workman has not asked for any relief regarding his transfer, so no relief regarding his transfer is required to be granted. Hence, it is ordered:—

## ORDER

The action of the management of Sub Area Manager M/s. Western Coalfields Ltd., Padmapur in demoting in wages and transferring to Hindustan Lalpath Colliery of Shri S.R. Umate is illegal unjustified & improper. The order of punishment of demotion dated 22/23.07.1995 is quashed and set aside. The workman is entitled to promotions as per law and all other consequential benefits.

The Party No. 1 is directed to grant promotions to the workman holding that he was working as E.P. Fitter, grade 'C' on 12.08.1992 and all consequential benefits including monetary benefits accordingly.

J. P. CHAND, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2012

का.आ. 3327.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण / श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 23/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/10/2012 को प्राप्त हुआ था।

[सं. एल-22012/60/2006-आई आर (सीएम-II)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 12th October, 2012

S.O. 3327.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 23/2007 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Durgapur O/C Mine of Western Coalfields Ltd., and their workmen, received by the Central Government on 12/10/2012.

[No. L-22012/60/2006-IR(CM-II)]

B.M. PATNAIK, Section Officer

## ANNEXURE

### BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/23/2007 Date: 26.09.2012.

Party No. 1: The Sub Area Manager,  
Durgapur O/C Mine of WCL,  
Post: Urjanagar,  
Distt. Chandrapur (MS)

*Versus*

Party No.2: The General Secretary,  
Rashtriya Colliery Mazdoor Congress,  
Ambedkar Ward, Ballarpur,  
Chandrapur. (MS)

**AWARD**(Dated: 26<sup>th</sup> September, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (A) of Section 10 of 2 Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri S.G. Sarode, for adjudication, as per letter NO. L-22012/60/2006-IR (CM-II) dated 02.03.2007, with the following schedule:—

**SCHEDULE**

"Whether the action of the management of Durgapur O/C Mine of Chandrapur Area of WCL in not regularizing Shri S.G. Sarode, Dozer Operator in the category at par with his co-workers and putting him in lower grade than his juniors is legal & justified? If not, to what relief is the workman entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri S.G. Sarode, ("the workman" in short), filed the statement of claim and the management of WCL, ("Party No. 1" in short) filed its written statement.

The case of the workman as presented in the statement of claim is that he was initially appointed as a trainee Machinist and thereafter, he was ordered in writing by party No. 1 to work as dozer operator and since 1982, he has been working as a dozer operator in various units of WCL and with ulterior motive and wilfully, he was not given proper grades and monetary benefits and many of his juniors have been placed in higher grades and have been given higher monetary benefits and his juniors, namely, Shri A.M. Dhankar, Shri A.H. Sheikh and Shri V.S. Koyarkar have been promoted upto grade A, as a result of which, there is great difference in the wages between him and his juniors and such action of party No. 1 is against the provisions of the standing orders and also against item No. 9 of the Vth Schedule appended to the Act. The further case of the workman is that he was appointed as a trainee machinist by appointment order dated 16.10.1979 issued by the Dy. Personnel Manager, Wardha Valley area, Chandrapur and he became I.T.I trainee in category-I by office order No. 1954 dated 01.03.1981 of Sub Area Manager, Sub-Area No.2 and worked as a dozer operator by authorization letter No. 45 dated 30.06.1982 issued by Sub-Area Manager, Sub Area no.5, Durgapur and he was designated as General Mazdoor, category-I and then dozer operator, category-III by office order No. 4007 dated 03.06.1989 and No. 127 dated 15.04.1992 respectively and then as operator (Trainee) in category V of NCWA-V, dozer operator-Category-V, dozer operator Exv-Category-D and lastly as dozer operator, category-C w.e.f. 01.11.2004 by corrigendum No. 4124 dated 17.12.2000, appointment order dated 23.02.2002, office order

4012 G5712-36

No. 513 dated 14.05.2002 and appointment letters dated 23.02.2002, 01.12.2003 and 08.01.2004 and trainee certificate dated 17.08.2004, all issued by Sub Area Manager, Sub Area No.5, Durgapur respectively and previously, he was attending the hearing fixed by Assistant Labour Commissioner (Central), Chandrapur in his case for promotion and such attendance was not taken into account by the party No. 1, as a result of which, his working days fell short of the required 240 days and during the period from 1987 to 1999, he attended 1500 days of hearing before the Labour Court, Nagpur in the case filed for payment of difference of wages and the same was not taken in to account by the party No. 1 and his working days were shown less than 240 days from 2000 to 2004 and in the year 2001, he was admitted in Orange City Hospital, Nagpur for about 21 days for mental illness and was not able to attend his duties, so wages for the said period amounting Rs. 7500 to Rs. 8000 was deducted and his is entitled for payment of the same.

The workman has prayed for grant of promotion at par with his juniors and to pay the difference of wages with retrospective effect.

3. In the written statement, the party No.1 has pleaded inter-alia that the workman has filed writ petition No. 1670/2000 before the Hon'ble High Court challenging the release of wages on par with other workers and as such, the Government should not have referred the dispute for adjudication.

The further case of the Party No.1 is that the workman was never promoted to higher category on account of his poor performance as well as poor attendance during his service period and he is not entitled for any wages, unless he is promoted to next higher category and this dispute does not come under the purview of Section 2 (K) of the Act, because the dispute raised by the workman through Rashtriya Colliery Mazdoor Congress is not having any footing in their industry and as such, the same is not maintainable and the chances of promotion is not a condition of service and no employee has any right to promotion, but only right to be considered for promotion as per Rules and his case was not considered due to poor performance and poor attendance and as well as for not possessing driving license and the workman is not entitled for any relief.

4. Besides placing reliance on documentary evidence, both the parties have led oral evidence in support of their respective claims. The workman has examined himself as a witness to prove his case. The evidence of the workman is on affidavit and in his examination-in-chief, the workman has reiterated the facts mentioned in the statement of claim. In his cross-examination, the workman has admitted that the dispute is between the union and WCL and the statement of claim has been filed by him and the same has not been filed and not by the union. He has further admitted

that promotion to the grade is recommended by departmental promotion committee and he is working in grade 'C' and getting salary of grade 'C'.

5. One Ramkrishna Ramdeo Singh has been examined as a witness on behalf of party No. 1. His evidence on affidavit is also in the same line of the stands taken in the written statement. This witness has given the detailed working days of the workman from 1987 to 2004 in his evidence. This witness has also proved the documents filed by the party No. 1 in respect of the appointment and promotion of the workman and the same have been marked as Exts. M-III to M-XVIII. From the cross-examination of this witness, it has been brought out that promotion of the employees of the WCL is being done on the basis of the recommendation made by the DPC and he was a member of the DPC, which had considered the promotion of the workman in 2001 and 2008.

6. At the time of argument, it was submitted by the learned advocate for the workman that as the reference has been made for adjudication after taking into consideration the relevant facts by the Government the same is required to be considered on merit as per law and the management has taken the plea that due to poor attendance, the workmen was not promoted, but the said ground is totally irrelevant and the evidence of the workman that he had remained absent due to his admission in hospital has not at all been challenged and right from the date of his appointment as a trainee, the workman was working as a dozer operator, but he was not paid the pay scales applicable to the post, which was granted to other employees and on the principles to equal pay for equal work, the workman is claiming the benefits and the question of selection by DPC is also irrelevant, as the workman was already working on the said post and the workman repeatedly approached the party No. 1 for payment of difference of wages and as dozer operator with retrospective effect and the service conditions of employees of WCL are governed by certified standing orders of WCL and as per clause 35, the workman had acquired permanency as dozer operator from the initial date, when he was assigned the job of dozer operator and he cannot be denied wages of the said post and for remaining unauthorized absence, there is provision for taking action, but no action was ever taken against the workman and the standing order does not permit payment of lower wages when the employee has worked on the higher post and as such, the pay of the workman is required to be fixed as dozer operator from 01.03.1981 and the party No. 1 failed to take into consideration the holidays while calculating the working days of 240 days and as such, the reference is to be answered in favour of the workman.

In support of such contentions, the learned advocate for the workman relied on the decision reported in 2002 (95) FLR-1070 (*Atmaram Narayan Vs. M/s LA & IC Pvt. Ltd.*).

7. Per contra, it was submitted by the learned advocate

for the party No. 1 that the reference has been made for adjudication regarding regularisation of the workman at par with his co-workers and not regarding payment of differential wages and due to poor performance and poor attendance, the workman was not recommended for promotion by the DPC and as such, he was not promoted and promotion is not a matter of right of an employee and the decision cited by the learned advocate for the workman has no application in this case, as the same is a decision in connection with calculation of working days under sections 25-F and 25-B of the Act and for that the workman is not entitled to any relief.

8. Admittedly, the reference has been made for adjudication of the dispute in respect of non regularisation of the workman at par with his co-workers and putting him in lower grade than his juniors. The reference has not been made for adjudication for payment of differential wages to the workman.

In the statement of claim and so also in the argument, most of the submission is regarding payment of wages to the workman. It is well settled that the Tribunal is not empowered to travel beyond the schedule of reference and to decide other issues raised by the parties. So, the claim of the workman in respect of payment of differential wages cannot be entertained and adjudicated. Moreover, it is clear from the pleadings of the parties and evidence on record that the workman has approached the Hon'ble High Court, Nagpur Bench, Nagpur in Writ Petition no. 1670/2000 with a prayer for payment of wages of a dozer operator. In view of the filing of writ petition no. 1670/2000 by the workman before the Hon'ble High Court, the issue raised by the workman regarding his entitlement to wages of a dozer operator from 01.03.1981 and payment of the differential wages cannot be adjudicated.

9. So far non-regularisation of the workman at par with his co-worker and putting him in lower grade is concerned, it is the admitted case of the parties that promotion of the employees of WCL including the workman is done as per the recommendation of the DPC. It is clear from the documents filed by party no. 1, the pleadings of the parties and the oral evidence on record that the workman was selected as a trainee machinist under Apprenticeship Act, 1961 as per order dated 16.10.1979 and after completion of one year training, he was found suitable for absorption as machinist trainee by order dated 01.03.1981 and by order dated 03.06.1989, he was promoted as Helper, Cat-II from General Mazdoor Cat-I and by orders dated 8/10.12.2000 and 17/18.12.2000, he was regularized as operator (Trainee) in Cat-V of NCWA-V scale of pay w.e.f. 01.01.1999 and by order dated 14.05.2002, he was promoted as dozer operator, excavation-D from dozer operator (T), cat-V and by order dated 30.10.2004, he was promoted from dozer operator, excavation Gr. 'D' to dozer operator, excavation Gr. 'C'. It is also found from the records that due to poor performance

and poor attendance, the workman was not recommended by the DPC for further promotion of the workman.

At this juncture, I think it proper to mention about the judgment of the Hon'ble High Court reported in 2002(95) FLR-1070(Supra). In that judgment, the Hon'ble High Court have held that while calculating 240 days in service under Sections 25-F and 25-B of the Act, Sundays and paid Holidays are to be included. However, in the present case in hand, the consideration is regarding 240 days of attendance according to the standing orders of WCL and not of completion of working days under Section 25-F and 25-B of the Act. Hence, with respect I am of the view that the said decision has no application in this case.

From the materials on record and the discussions made above, it is found that no illegality or irregularities was committed by party no.1 in not regularizing the workman at par with his co-workers and putting him in lower grade than his juniors. Hence, it is ordered:

#### ORDER

The action of the management of Durgapur O/C Mine of Chandrapur Area of WCL in not regularizing Shri S.G. Sarode, Dozer Operator in the category at par with his co-workers and putting him in lower grade than his juniors is legal & justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2012

का.आ. 3328.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसर में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 18/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/10/2012 को प्राप्त हुआ था।

[सं. एल-22012/185/2004-आई आर (सी एम-II)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 12th October, 2012

S.O. 3328.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes, the Award Ref. No. 18/2005 of the Central Government Indus. Tribunal-cum-labour Court, ASANSOL as shown in the Annexure, in the Industrial dispute between the Management of Parascole Colliery, Kajora Area of

M/s. ECL, and their workman which was received by the Central Government on 12-10-2012.

[No. L-22012/185/2004-IR(CM-II)]

B.M. PATNAIK, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present: Sri Jayanta Kumar Sen,  
Presiding Officer

#### Reference No. 18 of 2005

Parties: The management of Parascole Colliery  
of M/s ECL, Burdwan  
Vs.

The Gen. Secretary, KMC, Asansol

#### Representatives:

For the management: Sri P.K. Das, Ld. Advocate

For the union (workman): Sri Rakesh Kumar, Ld.  
Representative

Industry Coal State: West Bengal

Dated the 25th September, 2012

#### AWARD

In exercise of powers conferred by clause(d) of Sub-section(1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/185/2004-IR(CM-II) dated 30-03-2005 has been pleased to refer the following dispute for adjudication by this Tribunal.

#### SCHEDULE

“Whether the action of the management of Parascole Colliery under Kajora Area of M/s. Eastern Coalfields Limited in not providing employment to the dependant of Late Anwar Ali, Pump Operator is legal and justified? If not, to what relief the dependant of the deceased workmen is entitled?”

Having received the Order of Letter No. L-22012/185/2004-IR(CM-II) dated 30.03.2005 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 18 of 2005 was registered on 12.04.2005 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

4012 9/7/12-37

Sri Rakesh Kumar, Ld. Representative of the Union, submits that the defendant of Late Anwar Ali has already joined in service and prayed for the closure of the case. Since the defendant of Late Anwar Ali has already been provided employment by the management, it will not be just and proper to keep this old record pending. As such the case is closed and accordingly an order of "No Dispute" is hereby passed.

### ORDER

Let an "Award" be and the same is passed as "No Dispute" existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2012

का.आ. 3329.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईंसीएल के प्रबंधतंत्र के संबंद्ह नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 6/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/10/2012 को प्राप्त हुआ था।

[सं. एल-22012/113/2001-आई. आर. (सी.एम.-II)]

बी. एम. पट्टायक, अनुभाग अधिकारी

New Delhi, the 12th October, 2012

**S.Q. 3329.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 06/2002 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, ASANSOL as shown in the Annexure, in the Industrial dispute between the Management of Narsamuda Colliery under Dhemomain Group of EC Ltd. and their workmen, which was received by the Central Government on 12-10-2012.

[No. L-22012/113/2001-IR(CM-II)]

B.M. PATNAIK, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

**PRESENT:** Sri Jayanta Kumar Sen,  
Presiding Officer

Reference No. 06 of 2002

**PARTIES:** The management of Narsamuda Colliery,  
Dhemomain Group of M/s ECL, Burdwan

Vs.

The Chief Org. Secretary, KMC, Asansol.

#### REPRESENTATIVES:

For the management: Sri P.K. Das, Ld. Advocate

For the union (Workman): Sri R.K. Tripathy, Ld. Representative

INDUSTRY: COAL

STATE: WEST BENGAL

Dated - 11.09.12

### AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour *vide* its letter No. L-22012/113/2001-IR(CM-II) dated 22.02.2002 has been pleased to refer the following dispute for adjudication by this Tribunal.

### SCHEDULE

"Whether the action of the management of Narasamuda Colliery under Dhemomain Group of M/s. ECL in denying regularisation of Md. Farid and 9 others in the post of U.G. Dresser is justified? If not, to what relief Md. Farid and 9 others (as per annexure attached) are entitled to?"

Having received the Order of Letter No. L-22012/113/2001-IR(CM-II) dated 22.02.2002 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 06 of 2002 was registered on 18.03.12 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Sri Tripathi, Ld. Representative of the Union, submits that the case has been settled between both the parties and the case may be closed. Since the case has already been settled between the parties and the Union wants to close the case, it will not be just and proper to keep this old record pending. As such the case is closed and accordingly an order of "No Dispute" is hereby passed.

### ORDER

Let an "Award" be and the same is passed as "No Dispute" existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 17 अक्टूबर, 2012

का.आ. 3330.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ढ) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम और रोजगार मंत्रालय की अधिसूचना संख्या का.आ...दिनांक 11.04.2012 द्वारा भारतीय खाद्य निगम जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 6 में शामिल है— को उक्त अधिनियम के प्रयोजनों, के लिए दिनांक 27.04.2012 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की ओर कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ढ) के उप-खण्ड; (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 27.10.2012 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11017/5/91-आईआर(पी.एल.)]

चन्द्र प्रकाश, संयुक्त सचिव

New Delhi, the 17th October, 2012

**S.O.3330.**—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour & Employment, dated 11.04.2012 the service in the Food Corporation of India (FCI) which is covered by item 6 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a Public Utility Service for the purpose of the said Act, for a period of six months from the 27th April 2012.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a Public Utility Service for the purposes of the said Act, for a period of six months with effect from the 27th October 2012.

[No. S-11017/5/91-IR(PL)]

CHANDRA PRAKASH, Jt. Secy.

नई दिल्ली, 17 अक्टूबर, 2012

का.आ. 3331.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947

का 14) की धारा 2 के खण्ड (ढ) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम और रोजगार मंत्रालय की अधिसूचना संख्या का.आ...दिनांक 20-04-2012 द्वारा युरेनियम उद्योग, जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 19 में शामिल है— को उक्त अधिनियम के प्रयोजनों, के लिए दिनांक 11-05-2012 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की ओर कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ढ) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 11.11.2012 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11017/9/97-आईआर(पी.एल.)]

चन्द्र प्रकाश, संयुक्त सचिव

New Delhi, the 17th October, 2012

**S.O. 3331.**—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour & Employment dated 20.04.2012 the services in Uranium Industry which is covered by item 19 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a Public Utility Service for the purpose of the said Act, for a period of six months from the 11th May 2012.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a Public Utility Service for the purposes of the said Act, for a period of six months from the 11th November 2012.

[No. S-11017/9/97-IR(PL)]

CHANDRA PRAKASH, Jt. Secy.

नई दिल्ली, 29 अक्टूबर, 2012

का.आ. 3332.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 दिसम्बर, 2012 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं)

अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबंध छत्तीसगढ़ राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

“जिला दुर्ग की तहसील-दुर्ग में स्थित राजस्व ग्राम-दुर्ग, बोरसी, कसारीडीह, तितुरडीह, पुलगांव, कोलिहापुरी, मोहलई, सिकोला, धनौरा तथा नेंगर पालिका निगम दुर्ग की सीमाओं के अन्तर्गत आने वाले सभी क्षेत्र।”

[सं. एस-38013/34/2012-एस.एस.-I]

नरेश जायसवाल, अवर सचिव

New Delhi, the 29th October, 2012

**S.O. 3332.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st December, 2012, as the date on which the provision of Chapter -IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Chhattisgarh namely:-

“Revenue villages of Durg, Borsi, Kasaridih, Titurdih, Pulgaon, Kolihapuri, Mohlai, Sikola, Dhanora and the areas falling within the Municipal Corporation Limits of Durg all in Tehsil Durg, district Durg”.

[No. S-38013/34/2012-S.S.-I]

NARESH JAISWAL, Under Secy.

नई दिल्ली, 29 अक्टूबर, 2012

**का.आ. 3333.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 दिसम्बर, 2012 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 (धारा-76 की उप-धारा-(1) और-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबंध हरियाणा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:**

क्रम संख्या	राजस्व भाग संख्या	हदबस्त संख्या	तहसील	जिला
1	डुंगरपुर	157	फरीदाबाद	फरीदाबाद
2	सिड्होला	168	फरीदाबाद	फरीदाबाद
3	अगवानपुर	132	फरीदाबाद	फरीदाबाद

[सं. एस-38013/33/2012-एस.एस.-I]

नरेश जायसवाल, अवर सचिव

New Delhi, the 29th October, 2012

**S.O. 3333.—In exercise of the powers conferred by sub-section (3) of Section 1 of the employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st December, 2012, as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Haryana namely:-**

Sr. No.	Name of Revenue Village	Hadbast Number	Name of Tehsil	District
1	Dungarpur	157	Faridabad	Faridabad
2	Sidhola	168	Faridabad	Faridabad
3	Aghwanpur	132	Faridabad	Faridabad

[No. S-38013/33/2012-S.S.-I]

NARESH JAISWAL, Under Secy.

नई दिल्ली, 29 अक्टूबर, 2012

**का.आ. 3334.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 दिसम्बर, 2012 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 (धारा-76 की उप-धारा-(1) और-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबंध हरियाणा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:**

क्रम संख्या	राजस्व भाग	हदबस्त	तहसील	जिला
1	खनक	34	तोशाम	भिवानी

[सं. एस-38013/32/2012-एस.एस.-I]

नरेश जायसवाल, अवर सचिव

New Delhi, the 29th October, 2012

**S.O. 3334.—In exercise of the powers conferred by sub-section (3) of Section 1 of the employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st December, 2012, as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Haryana namely:-**

Sr. No.	Name of Revenue Village	Hadbast Number	Name of Tehsil	District
1	Khanak	34	Tosham	Bhiwani

[No. S-38013/32/2012-S.S.-I]

NARESH JAISWAL, Under Secy.